

TERMS & CONDITIONS OF SALE

The following Standard Conditions of Sale shall govern all transactions except as otherwise specifically agreed in writing by the Buyer and the Seller.

1. Definitions

- a. "Seller" means Encircle Media Group Limited, Kolorco division and includes their sub-contractors, agents and servants.
- b. "Customer" means the person, firm or company to whom the quotation and/or invoice is addressed.

2. Quotations

All quotations and tenders are given by the Seller on condition that the Seller shall not be bound until it has communicated its written acceptance of the Buyer's order.

3. Preliminary

- a. All work carried out and goods supplied whether experimentally or otherwise at the Customer's request shall be charged.
- b. The Customer shall not be entitled to withhold or set off payment for goods delivered for any reason whatsoever.
- c. Price variation estimates are based on the printer's current cost of production and unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
- d. A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

4. Due Date

If the Customer defaults in making payments to the Seller on the due date, whether under this or any other order, the Seller shall be entitled:

- a. to immediate payment in respect of all goods then already delivered to the Customer and
- b. at his option to cancel or suspend the undelivered part of this or any other contract he has with the Customer or subsidiary, agent or associate thereof without giving rise to any claim whatsoever and without prejudice to the exercise of any other right of the Seller.

5. Delivery of Payment

- a. Delivery of goods shall be accepted by the Customer when tendered by the Seller and thereupon or, if earlier, on notification that the work has been completed, the ownership shall pass and payment shall become due.
- b. In the event of the Customer failing to accept delivery, storage cost will be charged to the Customer's account, the goods being held by the Seller at the Customer's risk.
- c. Each delivery shall constitute a separate contract and any failure or defect in any such delivery or deliveries shall not vitiate the contract as to the remaining deliveries.
- d. Any time quoted by the Seller for delivery is an estimate only.
- e. Unless otherwise specified, the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
- f. Should expedited delivery be agreed, an extra may be charged to cover any overtime or any other additional costs involved.
- g. Should work be suspended at the request of or delayed through any default or the customer for a period of 30 days, the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

6. Variation

- a. A shortage or surplus charged pro-rata not exceeding 10% will be considered due execution of any order or delivery under the contract.
- b. The Seller will take every care to secure the best results but responsibility will not be accepted for imperfect work caused by defect or unsuitability of materials obtained by the Seller from his suppliers or materials supplied or specified by the Customer.

7. Proofs

Proof of all work may be submitted for the Customer's approval and the Seller shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Seller's judgement, changes therefrom will be charged extra.

8. Claims

Complaints or claims will only be entertained if lodged by the Customer in writing within seven days of receipt of goods or if related to the transport of the goods within such time as will enable the Seller to comply with the time limit and procedure of the carrier by whom the goods were transported. The return of the goods will not be accepted unless the Seller or his representative shall have had the opportunity of examining same and such examination confirmed the matters complained of by the Customer.

9. Warranty

- a. Any express or implied statement, condition or warranty statutory or otherwise not stated herein, is hereby excluded and deemed to be inconsistent herewith and no responsibility is accepted by the Seller for any damage or loss consequential or otherwise arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure of the goods to comply with the specifications or with the statutory requirement.
- b. No forbearance or indulgence by the Seller shown or granted to a Buyer, whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Seller against the Buyer or be taken as a waiver of any of these Condition.

10. Standing Material

- a. Metal, film, glass or any other materials owned by the Seller and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film setting, negatives, positives and the like shall remain his exclusive property. Such items when supplied by the Customer shall remain the Customer's property.
- b. Type may be distributed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
- c. Any property supplied to the Seller by or on behalf of the Customer to enable him to carry out the terms of the contract shall, while it is in the possession of the Seller, be deemed to be at the Customer's risk unless otherwise agreed and the Customer should insure accordingly. The Seller cannot accept any responsibility arising out of the loss or damage to any such property supplied howsoever caused.

11. Illegal Matters

- a. The Seller shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary rights of any third party.
- b. The Seller shall be indemnified by the Customer in respect of any costs and expenses or claims arising out of libellous matter or any infringement of copyright, patent design or any other proprietary or personal right contained in any material printed for the Customer. The indemnity shall extend to any amount paid on a lawyer's advice in settlement of any claim.

12. Statutory Requirements and Infringement of Patent

- a. Every effort is made that the goods meet known statutory requirements and that they do not infringe any patents or trademarks belonging to third parties, but no warranty is given that the design construction and quality of the goods to be supplied under the contract comply with all relevant requirements of any Statute, statutory rule, or order or other instrument having the force of law which may be in force at the time of supply.
- b. The Buyer shall indemnify the Seller against all damages, penalties, costs and expenses to which the seller may become liable as a result of work done in accordance with the Buyer's specification which involves the infringement of any industrial property rights whether registered or not.

13. Periodical Publications

A contract for the printing of 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 printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

14. Materials Supplied by the Customer

- a. The printer may reject any paper, plates or other material supplied or specified by the customer which appear to him to be unsuitable. Additional costs incurred if the materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the printer in ascertaining the unsuitability of materials so supplied or specified.
- b. Quantities of materials supplied shall be adequate to cover normal spoilage.

15. Insolvency

If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition against him, the printer without prejudice to other remedies shall:

- a. have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him and
- b. in respect of all unpaid debts due from the Customer, have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

16. Force Majeure

The performance of all contracts is subject to variation or cancellation by the Seller owing to any Act of God, war, strikes, lock-out, fire, flood, drought, tempest or any other cause beyond the control of the Seller or owing to any inability by the Seller to procure materials or articles required for the performance of the contract and the Seller to procure materials or articles required for the performance of the contract and the Seller shall not be responsible for any inability to delivery caused by any such contingency.

17. Value Added Tax

All prices quoted or accepted are exclusive of Value Added Tax and the contract price shall be such prices plus value added tax at the applicable rate.

18. Application of these Conditions

By ordering any goods from the Seller, the Buyer will be deemed to accept that these Conditions take precedence over any other conditions contained on or in any letter, order form, acceptance form, receipt or the like received by the Seller in connection with the goods so ordered and that any such other Conditions will not form part of the Contract between the Seller and the Buyer unless specifically agreed in writing.

19. Terms

Terms are Nett Monthly Account (subject thereafter to 2% surcharge per month at the Company's discretion).

20. Law

These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.