



Optimus Print Solutions Limited
Registered Office:
2nd Floor
Crusader House
145-157 St John Street
London EC1V 4PY

Registered in England no. 06813538
VAT Reg No. 947673964

General Terms and Conditions of Trading

DEFINITIONS

"the Company" and variations thereof, refers to Optimus Print Solutions Limited.

"the Customer" or "Client" and variations thereof, refers to companies, individuals and entities conducting business with Optimus Print Solutions Limited.

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 and unless previously agreed in writing by a Director of the Company no verbal written or other addition hereto or variation hereof 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1.2 Tenders and quotations may be withdrawn or varied by the Company at any time and unless otherwise specified shall be deemed to be withdrawn automatically at the expiry of 10 days from their date of issue.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.

1.3 For goods ordered by a customer and acknowledged by ourselves (where it has been agreed that the customer will not be invoiced until the goods have been called off). We reserve the right to automatically invoice the goods after 6 months at the price agreed on the order acknowledgement.

2. SPECIFICATIONS

2.1 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 of 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.

2.2 Where match of ink colour is required a colour from the "Pantone" range must be specified, if no Pantone colour is specified then the company will match as near as possible. The company accepts no liability for difference in ink colours when no Pantone number is specified.

2.3 Where match of paper colour and quality is required, the paper must be specified. If no brand of paper is specified the company will match as near as possible. The company accepts no liability for difference in paper colours or quality when no mill brand is specified.

3. PROOFS AND ADDITIONAL WORKS

Proofs of work may be submitted 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. When style, type or layout is left to the Company's judgement changes therefrom made by the

customer shall be charged extra. 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 to the contrary, and in the latter event rent may be charged.

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 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 specially 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 customer 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 the goods had been received and shall not claim against the Company in respect of 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.

(i) Actual delivery of the goods shall be effected to the customer by delivery of the same to the address stated on the acceptance of order.

(ii) Deemed delivery shall be effected on the date that the company attempts to effect actual delivery as defined in sub-clause (i) above but has been unable to effect actual delivery because the customer has either refused to accept or has made impossible actual delivery or, where appropriate, upon the transfer of goods to a carrier named by the customer, upon the Company notifying the customer that the goods are available for collection.

(iii) Once deemed delivery has been effected, the Company may be entitled to immediate payment in full for the goods and the Company shall be entitled to store, at the risk of the customer, any goods of which the customer refuses or fails to take delivery, and the customer shall, in addition to the contract price, be liable to pay to the Company forthwith on demand the cost for carriage, storage, insurance or otherwise incurred as a result of such refusal of failure.

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 this Clause.

7.3 If the contract provides for delivery by instalments, payment is to be made in instalments unless otherwise agreed and any delay in delivery or non-delivery of any instalment shall not entitle the customer to treat the contract as at an end or to reject any other instalment.

8. RETURN OF GOODS

Under no circumstances may goods supplied against a firm order be returned without prior written consent and the receipt of your advice note stating the reason for the return and the date and number of our invoice. All goods returned must be securely packed and, unless we arrange collection, consigned carriage paid. If we collect, we reserve the right to make a handling charge, and the issue of our collection note will not bind us to issue any credit in respect of the goods. Any defects must be notified within 24 hours of receipt of goods.

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 any increase in price will be notified prior to delivery for acceptance.

9.3 Unless otherwise agreed in writing between the Company and the customer the contract price is based on the assumption that the goods will be supplied in one Consignment 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 for 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 Payment is due with order except where credit terms have been agreed in advance. Payments on account shall be made not later than the last day of the month in which the invoice is issued. All payments shall be made in full without deduction in respect of any set-off or counterclaim other than settlement discount and this term shall be the essence of the contract.

10.2 If payment of any sum payable to the Company is not made on or before the Due Date the Company shall be entitled to charge interest thereafter on such sum at the rate of 8 per cent per annum above the current base rate of The Bank of England such interest being deemed to accrue from day to day.

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 voluntary 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 an Administrative Receiver, Administrator and 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 (or any subsidiary parent or associated company of 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, are 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 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 If the customer wishes to rely upon any representations made by or on behalf of the Company but not expressly embodied in any tender, quotation or contract to which these Conditions apply, the customer shall give the Company written notice of such reliance before the Company incurs any obligation consequent upon such representation and shall not otherwise be entitled to rely upon such representation.

12.5 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.

12.6 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 unsuitability of materials so supplied or specified and quantities must be adequate to cover spoilage.

12.7 The customer shall indemnify the Company in respect of any claims, costs and expenses arising from the printing or other treatment by the company of 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 fax 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 fax 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 the 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.

13.8 All pallets remain the property of the Company and must be returned on request.

14. CUSTOMER'S PROPERTY

14.1 Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and 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 and the customer should insure accordingly.

14.2 Unless specifically agreed, in writing by the company, 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 work. Any goods stored by the company are deemed at customer's risk and must accordingly be insured.

14.3 We reserve the right to make reasonable charges to cover storage and handling of customer owned goods held by ourselves in excess of 12 months.

15. CLIENT'S LIABILITY CONCERNING STORAGE

15.1 Clients must appreciate that paper is a material which is rapidly and considerably affected by storage and usage conditions. Unless precautions are taken paper 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.

15.2 Stationery should be stored in conditions between 40% r.h and 60% r.h. If stationery is stored outside these limits, progressive deterioration 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.

15.3 Stationery should be stored at a temperature between 16°C and 25°C (between 60°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 should be allowed for it to become acclimatised before being used.

15.4 Continuous stationery should be kept in the original boxes until required for use. The boxes should be stored lid uppermost and not directly touching the floor. They should not be stored close to pipes, radiators, hot air ducts, open windows or such like. Boxes should not be stacked more than 5 high, should be supported squarely at the bottom and should have no heavy weight 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 5. No liability will be accepted by the Company, if the above conditions in relation to storage are not adhered to.

16. PROPER LAW

This contract shall be governed by and construed in all respect in accordance with English Law and the customer hereby submits for all purposes of and in connection with this contract to the non-exclusive jurisdiction of the English Courts.

Conditions of Trading

RETENTION OF TITLE CLAUSE
RISK AND PROPERTY

(a) Goods the subject of any agreement by the Company to sell shall be at the risk of the customer as soon as they are delivered by the Company to the customer's vehicles or his premises or otherwise to his order.

(b) It is a condition of the contract that the property in the goods to be delivered by the Company to the customer shall remain vested in the Company until payment due under all contracts between the Company and the customer has been made in full

(c) Until the property in the goods the subject of the agreement in question shall have passed to the customer:-

(i) His possession of them shall be solely in the capacity of bailee for the Company;

(ii) he shall store them on his premises separately from his own goods and those of any other person and in a manner which makes them readily identifiable as the goods of the Company;

(iii) the Company may at any time terminate his possession of them and for the purpose of recovering them may enter upon any premises where they are stored or where they are reasonably thought to be stored and repossess them.

(d) Notwithstanding the foregoing provisions of this clause the customer is licensed by the Company to re-sell such goods before the property in them shall have passed to him but only upon the following conditions:-

(i) as between the customer and the purchaser from him the customer shall sell as principal and shall not in any way hold himself out as agent for the Company or as selling otherwise than as principal or do any other thing whereby the Company might be or become liable on the contract of re-sale;

(ii) as between the Company and the customer the customer shall sell as fiduciary agent for the company;

(iii) the customer shall hold the entire proceeds of the re-sale in trust for the Company absolutely and shall not mingle them with any other money or pay them into any overdrawn bank account but shall keep them at all times identifiable as the Company's money and the Company shall be entitled to trace all such proceeds of resale received by the customer through any bank or other account maintained by the customer;

(iv) if the Company shall at any time during the subsistence of its right to the proceeds of any re-sale call upon the customer so to do the customer shall within seven days thereafter assign to the Company all right to recover from the purchaser under the re-sale any part of the proceeds of the re-sale for the time being remaining unpaid.

(v) the Company shall have the right to sue the customer for all monies due from the customer to the Company even though the property in the goods may not have passed to the customer.

(e) Notwithstanding the foregoing provisions of this clause the customer is licensed by the Company before the property in such goods shall have passed to the customer to process them in such fashion as he may wish or to incorporate them in or with any other goods but only on the following conditions:-

(i) the product of any such processing or incorporation shall be separately stored and marked so as to be identifiable as being made from or with goods which remain the property of the Company;

(ii) the product of any processing which does not involve the incorporation of any other goods shall remain the property of the Company and the provisions of this clause shall continue to apply to it accordingly;

(iii) the product of any processing which involves the incorporation or admixture of any other goods shall be owned in common between the Company and the owner or owners of such other goods in the proportions borne by the respective values of the Company's goods and the goods of such other owner or owners so incorporated or admixed and the provision of this clause shall with any necessary changes apply to such product but so that in the case of any product owned in common as aforesaid references in sub-clause (d) to the proceeds of a re-sale shall be construed as references to the company's proportionate share of the proceeds of a resale.

(f) In addition to the other requirements imposed upon him by this clause the customer shall maintain such written records as may be necessary:-

(i) to identify all goods in the possession of the customer (whether or not such goods shall have been processed in any way) the property in which has not passed to the customer;

(ii) to identify all goods in the possession of the customer of which the Company shall be owner in common with any other person or persons and to quantify the shares of the respective owners;

(iii) to identify all proceeds of sale to which or to a share in which the Company is entitled and (in the case of proceeds of sale to a share in which the Company is entitled) to quantify that share.