

COMPLETE SERVICE MANagements' GENERAL TERMS AND CONDITIONS

1. PROVISION OF SERVICES

1.1 In consideration of the payment of the applicable charges the CSM entity named on the relevant statement of work (which shall be subject to these Terms and Conditions of Sale (this "Agreement") agrees to provide certain print services (the "Services") to the Company named on this form or otherwise in receipt of the Services (the "Customer") upon these terms and. The Services shall be performed during CSM's normal business hours (09.00 to 17.00, Monday to Friday excluding public holidays) unless agreed otherwise in writing in advance with the Customer.

1.2 CSM shall fulfil its obligations in relation to the performance of the Services using reasonable care and skill and in accordance with good industry practice.

1.3 The Customer shall provide CSM with access to, and use of, all applicable information, data, documentation, facilities, working space, personnel and office services necessary to enable CSM to perform its obligations hereunder.

1.4 The parties shall comply in a timely manner with their respective obligations contained herein. The Customer acknowledges that CSM's ability to fulfil its obligations in relation to the performance of the Services is dependent upon the Customer's timely co-operation with CSM as well as the accuracy, format and completeness of any information and data that the Customer provides to CSM.

1.5 The Customer shall be solely responsible for maintaining its own procedures for reconstruction of lost or altered files, data, and programs to the extent deemed necessary by the Customer and for actually reconstructing any and all such materials.

1.6 The Customer shall be solely responsible for the management of any timetable for the delivery of the Services, and for the implementation of any deliverables.

1.7 CSM may subcontract any of its obligations under this Agreement to third parties but shall remain responsible for such obligations save that CSM shall not be liable for the performance, acts, or omissions of any postal provider or courier.

1.8 A quotation for the Services given by CSM shall not constitute an offer. A quotation shall only be valid for a period of 30 days from its date of issue. Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

1.9 A purchase order from the Customer constitutes an offer by the Customer to purchase the Services upon these terms and in accordance with this Agreement. The Customer shall ensure that the specifications and delivery instructions are complete and accurate. A purchase order shall only be deemed to be accepted when CSM issues a written acceptance.

1.10 A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

1.11 Proofs of all work may be submitted for customer's approval and CSM 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 CSM's judgement, changes therefrom made by the customer shall be charged extra.

1.12 Delivery: (a) 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. (b) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days CSM shall then be entitled to payment for work already carried out, materials specifically ordered and other additional costs including storage.

1.13 Where a warehouse agreement has been signed, delivery and payment for the goods will become due as specified in the agreement.

1.14 All reasonable endeavours will be made to deliver the correct quantity ordered but quotations are conditional upon the following margins being allowed for overs or shortages (measured in fold depths), the same to be charged or deducted. For quantities below 10,000 or where special papers Margin or special features are required 10% Single-part or one-process work 10,000 to 50,000 5% Over 50,000 4% Multi-part or multi-process work 10,000 to 50,000 10% Over 59,000 3%

1.15 Standing Material: (a) Metal, film, glass and other materials owned by the printer 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.

1.16 Customer's property: (a) 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

2. DURATION

2.1 This Agreement shall commence on the date CSM accepts the Customer's purchase order and shall continue in full force and effect until completion of the Services, (or for such longer period as may be agreed by the parties), unless and until earlier termination in accordance with the terms of this Agreement.

3. CHARGES AND PAYMENT

3.1 The Customer will pay the charges, expenses in accordance with this Clause 3 together with any agreed additional charges. All charges are exclusive of any taxes, levies, duties or similar governmental assessments of any nature, including but not limited to value-added tax ("VAT"), sales and use, or withholding taxes ("Taxes"). The Customer is responsible for paying all taxes associated with the Customer's purchases under this Agreement. If CSM has the legal obligation to pay or collect Taxes for which the customer is responsible, the appropriate amount will be invoiced to and paid by the customer unless the customer provides CSM with a valid tax exemption certificate authorised by the appropriate taxing authority. CSM shall be entitled to recover VAT applicable to the charges from the customer where there has been a change in law or regulator practice or a ruling of the relevant authority (including HMRC) which requires CSM to invoice for VAT. For clarity, CSM is solely responsible for taxes assessable against CSM based on CSM's income, property and employees.

4. CONFIDENTIAL INFORMATION AND DATA PROTECTION

4.1 Each party shall protect against any unauthorised disclosure of the information and data of the other party (or its agents or subcontractors) which is indicated to be confidential or proprietary or which by its very nature is confidential or proprietary

("Confidential Information") by using the same degree of care as it takes to preserve and protect its own confidential Information but in no event shall this be less than a reasonable degree of care.

4.2 The receiving party agrees that disclosure and receipt of the Confidential Information shall oblige the receiving party not to use (and to procure that its employees, agents, representatives and any other third parties do not use) the Confidential Information except to perform its obligations hereunder.

4.3 A receiving party shall not be required to treat as confidential any information which is already in its possession without an obligation of confidentiality; which becomes publicly available other than as a result of any breach of this agreement by the receiving party; which is independently developed by it; or, which is lawfully obtained from any third party without restriction on disclosure. Nothing in this Clause 4 shall prevent a party from disclosing Confidential Information where ordered to do so by a court or a statutory or regulatory body with power to order such disclosure. Nothing in this Clause 4 shall prevent CSM from disclosing to third parties information about the Services purchased by the customer for the purpose of calculating commission payments to such third parties as set out in Clause 1.8 above.

5. INTELLECTUAL PROPERTY RIGHTS

5.1 All intellectual property rights existing prior to the date of this Agreement shall vest in their originator absolutely. CSM shall own all intellectual property rights it creates or develops under or in connection with the Services, including, without limitation, all right, title and interest in any ideas, concepts, know-how, techniques, code, materials, documentation and work product (on whatever media) except to the extent any copyright is created in the printed deliverables provided to the Customer which copyright shall, where capable, vest in the Customer upon payment of applicable charges.

5.2 CSM grants to the Customer (subject to payment of all charges) a non-exclusive, royalty-free licence to use any intellectual property rights necessary for the proper use of the deliverables. CSM shall indemnify the Customer against any loss arising from a claim that such licensed use infringes the intellectual property rights of a third party.

6. TERMINATION

6.1 Without prejudice to any other rights or remedies which either party may have against the other for the breach or non-performance of any of the terms of this agreement, the whole or any part of this agreement may be terminated by either party forthwith on notice in writing to the other party: (a) if the other party commits a material breach of this agreement which either cannot be remedied or is not remedied within thirty (30) days after written notice requiring that it be remedied; or (b) if the other party enters into liquidation, receivership, bankruptcy or other insolvency procedure, whether compulsorily or voluntarily, other than for the purposes of reconstruction or amalgamation.

6.2 Upon termination of this agreement: (a) the customer shall return to CSM all Confidential Information and property (and all copies thereof) on any media belonging to CSM which is in the customer's possession or under its control and shall confirm if requested in writing to CSM that it has complied in all respects with this Clause; and (b) CSM shall return to the customer (or at the customer's request destroy) all Confidential Information (and all copies thereof) and shall confirm if requested in writing to the customer that it has complied in all respects with this Clause 6.2.

7. INSOLVENCY

7.1 If the customer ceases to pay its 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 as they become due or being a company is deemed to be unable to pay its debt or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the printer without prejudice to other remedies shall (a) have the right to not 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 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 apply the proceeds towards such debts.

7.2 If there are any outstanding rebate agreements where the customer has become insolvent, these rebate agreements are to be automatically reduced from any outstanding debt owed to CSM.

8. LIABILITY

8.1 The Customer agrees that it has accepted the terms and conditions of this Agreement in the knowledge that CSM's liability is limited and that the charges payable have been calculated so as to reflect such limitations and thus represent a reasonable and commercial allocation of risk between the parties.

8.2 This Clause sets out CSM's entire liability to the customer and all other liability of CSM to the customer is, subject to Clause 7.3, hereby excluded. Save as expressly provided in this Agreement, all other conditions, warranties, terms, undertakings and representations of any kind whatsoever, express or implied, whether by statute, common law or otherwise, in respect of the services are hereby excluded to the fullest extent permitted by law. The parties agree and acknowledge that, unless otherwise agreed in writing, CSM shall not be liable for any reversion charges levied by any postal provider or courier and the customer shall be responsible for any such reversion charges.

8.3 Notwithstanding any other provision of this agreement, CSM does not exclude or limit liability for: (a) death or personal injury to the extent that such injury results from Breach of Duty or wilful default of CSM, its servants, agents or subcontractors; (b) any breach of undertaking as to title, quiet possession, and freedom from encumbrance implied by law, including (without limitation) any breach of the obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982; (c) fraud or deceit; (d) claims arising under Part 1 of the Consumer Protection Act 1987.

8.4 Except as expressly provided in Clause 7.3, the total liability of CSM to the customer shall not exceed: (a) in respect of liability for loss of or damage to tangible property (including real property) arising as a result of the negligence or default of CSM, its subcontractors or agents or employees acting within the course of their employment, the sum of one million pounds sterling (£1,000,000) for each event or series of connected events; and (b) in respect of all other liability of CSM to the customer a maximum of one hundred thousand pounds sterling (£100,000) or 100% of the charges payable to CSM (whichever the greater and whether or not paid) under this agreement.

8.5 CSM shall not have any liability to the customer in respect of any of the following losses or damage (whether such losses or damage were foreseen, foreseeable, known or otherwise or whether such losses or damages are held to be direct or indirect): (i) loss of profits or revenue; (ii) loss of anticipated savings or of the use of money; (iii) loss of business or goodwill; (iv) loss of use or downtime; (v) loss of or corruption to data or other information; or (vi) any, indirect, incidental, special or consequential loss or damage (whether or not such loss or damage is of the type specified in (i) to (v) above).

8.6 CSM shall not be responsible for any failure to provide services in accordance with the provisions of the agreement or for any delay in such provision arising out of or contributed to by: (i) any act or omission of the customer or a third party acting on behalf of the customer, (ii) errors in data, specifications, test data or other material supplied by the customer, (iii) the late arrival or non-arrival of data from the customer, (iv) defects in work carried out by CSM which the customer has undertaken to check or which has been submitted to CSM by the customer for checking and which the customer has not brought to CSM's attention within the timescales agreed between the parties; (v) errors, bugs, defects or design faults in software supplied by the customer or by a third party, or (vi) alterations or variations to documents to be designed or prepared by CSM as part of the services where such alterations or variations are requested by the customer; And CSM shall be entitled to make a reasonable additional charge in respect of increased or additional costs incurred as a result of any of (i) to (vi) above

8.7 In this Agreement: "Breach of Duty" means the breach of any (i) obligation arising from the express or implied terms of a contract to take reasonable care or exercise reasonable skill in the performance of the contract; or (ii) common law duty to take reasonable care or exercise reasonable skill (but not any stricter duty); and "liability" means liability in or for breach of contract, Breach of Duty, misrepresentation, restitution or any other cause of action whatsoever relating to or arising under or in connection with the entering into, performance, non performance or wrongful performance of this agreement, including liability expressly provided for under this agreement or arising by reason of the invalidity or unenforceability of any term of this Agreement (and for the purposes of this definition, all references to "this Agreement" shall be deemed to include any collateral contract).

9. RETENTION OF TITLE

Notwithstanding delivery and passing of the risk, legal and beneficial ownership of the goods shall remain in CSM until full payment for the goods has been made. Until ownership passes the customer shall hold the goods as bailee for CSM and must keep the goods free from any charge lien or encumbrance.

10. ANTI-BRIBERY

CSM shall, and shall procure that its agents, directors, employees, and officers shall: (i) comply with all applicable laws, regulations, codes and sanctions relating to anti-bribery and anti-corruption including but not limited to the Bribery Act 2010 ("Anti-Bribery Laws"); and (ii) not engage in any form of bribery, corruption, extortion or embezzlement, or other unlawful conduct including but not limited to that which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010; and (iii) have, maintain and enforce throughout the term of this Agreement, its own policies and procedures to ensure compliance with the Anti-Bribery Laws.

11. GENERAL

11.1 This Agreement and these terms shall take precedence over any terms and conditions contained in the Customer's purchase order or other Customer documentation by which orders may be placed and these are the only terms under which CSM will provide the Services. This Agreement applies to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

11.2 This Agreement constitutes the entire agreement and understanding of the parties and any other previous agreements, arrangements and understandings (whether written or oral) between the parties with regard to the subject matter hereof are hereby excluded unless agreed otherwise in writing. This "Agreement" shall include any related statements of work, appendices or schedules relating to the Services.

11.3 No waiver, change or variation to this Agreement shall be valid unless in writing and signed by an authorised representative of each party.

11.4 CSM shall not be liable for any delay, interruption or failure in performance of its obligations under this Agreement due to unforeseen circumstances or causes beyond CSM's reasonable control or caused by any acts or omissions of the Customer.

11.5 A person who is not a party to this Agreement has no right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Agreement but this does not affect any right or remedy of a third party which exists or is available apart from that Act.

11.6 Neither party may assign any rights or obligations under this Agreement without the prior written consent of the other party, such consent not to be unreasonably withheld or delayed.

11.7 This Agreement shall be governed by and construed exclusively in accordance with the law of England and Wales and the parties shall submit to the exclusive jurisdiction of the English courts.

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