

POLESTAR UK PRINT LIMITED - GENERAL CONDITIONS OF SALE

1. DEFINITIONS

- "Printer" shall mean Polestar UK Print Limited which undertakes the order.
- "Goods" shall mean the work to be produced by the Printer pursuant to this contract.
- "Customer" shall mean the party that has placed the order for the Goods to be produced.

References to the Printer shall include its permitted assignees.

Reference to the Printer and the Customer hereto shall include any respective successors in title to substantially the whole of their respective undertakings.

2. ACCEPTANCE OF ORDER

- (a) Any order for work to be undertaken as a result of an estimate, or any revision thereof, will be passed to the Printer to undertake the order. An estimate shall be deemed to be given as agent for such the Printer and any contract arising as a result of an estimate shall be between the Printer and the Customer.
- (b) No contract shall exist until the Printer has despatched its Acceptance of Order Form ("the Acceptance") to the Customer. Any offer made by the Customer orally must be confirmed in writing by the Printer.
- (c) All estimates given are invitations to treat, and are checked prior to their submission to the Customer. Errors or omissions may occasionally occur and in the event of a mistake (for example, interpretation calculation or typing) coming to light on receipt of an order, the Printer shall submit an amended estimate for the Customer's consideration.

3. CONDITION

These conditions will apply to any contract(s) between the Printer and the Customer. They override any differing conditions which may appear on the Customer's order form or other document issued by the Customer and may be varied only with the Printer's consent in writing.

4. SUB-CONTRACTING AND ASSIGNMENT

- (a) The Printer may sub-contract any or all of its rights and obligations hereunder to a third party.

5. AGENCY OF CUSTOMER

The Customer contracts as principal unless the Customer discloses in writing both that it is acting as agent and the identity of the principal before the despatch by the Printer of the Acceptance of order. The Customer shall remain liable under this contract unless the Printer shall agree otherwise in writing. Where such written agreement is obtained, it shall be presumed that the Customer is fully authorised to act on behalf of its principal and that the principal shall be contractually liable on this contract. The Customer will forward any invoices to the principal within seven days of receipt.

6. RAW MATERIAL FLUCTUATIONS

Prices offered are subject to fluctuations in the availability, quality and cost of raw materials. Prices charged will be those ruling at the date of manufacture and will reflect any such fluctuation.

7. PRICES AND CHARGES

- (a) All prices and charges are based on the Printer's current costs of production, including materials and overheads, and are (except where expressly agreed otherwise) subject to increase or decrease by the Printer from time to time to take into account any rise or fall in such costs and overheads. Where payment is expressed to be in any currency other than sterling the Printer shall have the right to increase the price payable in that currency to take account of exchange rate variations between date of order and date of invoice. The method that the Printer shall use shall be to convert the price stated at date of order into sterling (the Sterling Equivalent Price) and then at the date of invoice convert the Sterling Equivalent Price into the currency of payment at the daily exchange applied by The Royal Bank Of Scotland Group PLC published at www.databankrfs.com for the purchase of sterling with such currency as at close of business on the day before the invoice date.
- (b) All charges authorised by this contract and not specifically stated shall be at the Printer's standard rates from time to time.

8. OVERTIME

If as a result of any default by the Customer or of any delay in the supply to the Printer of any copy or materials or of the supply to the Printer of faulty or substandard copy or materials or faulty direct input it shall in the opinion of the Printer become necessary in order to meet delivery dates to employ some or all of the Printer's employees at overtime rates or incur other additional costs, or if expedited delivery shall be agreed with the like results, thereupon the Printer shall be entitled to charge all overtime and other additional costs so incurred.

9. TAX

All estimates, Acceptances and invoices shall be net of tax (unless otherwise expressly set out) and the Printer shall be entitled to add to any estimate, Acceptance and invoice the amount of any purchase, sales, value added or other tax payable.

10. PRELIMINARY WORK

All preliminary work executed at the Customer's request (whether or not experimental) will be charged to the Customer (which includes work carried out prior to despatch of Acknowledgement of Order in connection with a potential order).

11. PROOFS AND COPY

The Printer will not produce proofs unless it specifically agrees in writing to do so.

All corrections (including alterations in style, type or design) made by or at the request of the Customer and additional proofs made necessary thereby, and all additional costs incurred because the copy supplied by or on behalf of the Customer is not clear and legible shall be charged to the Customer. The Printer shall not be responsible for failure to rectify errors in proofs submitted to the Customer unless they have been clearly corrected and notified to the Printer.

12. DELIVERY AND PAYMENTS

- (a) "Delivery" shall mean whichever is the first to occur of (i) the Goods leaving the premises of the Printer or (ii) the Printer giving notice to the Customer that the Goods are ready for collection. If the Customer is unable to collect the Goods as provided for in this sub-clause 12(a) the Printer shall be entitled to arrange storage, and/or transport of the Goods on the Customer's behalf and at the Customer's expense. All charges for such storage, transport and any insurance shall be payable by the Customer forthwith upon demand.
- (b) The Customer shall inspect the Goods immediately on Delivery and shall give notice in writing to the Printer within 7 working days of Delivery as to any alleged defect together with details of the defects, including any short delivery. The Customer shall permit all such alleged defective Goods to be inspected by the Printer. Failing such notice the Goods shall be deemed to be in accordance with the contract and the Customer shall be deemed to have accepted the Goods and to be liable to pay therefor.
- (c) Unless otherwise specifically agreed in writing between the parties hereto any delivery date specified in the contract is an estimate only and the Printer shall not be liable for any loss whatsoever, however occasioned resulting from the delay in delivery howsoever caused. It is hereby expressly agreed that time shall not be of the essence of the contract. Delay in delivery is not to constitute a ground for the cancellation of any order unless the Customer has given to the Printer after the time for delivery twenty-one days written notice of his intention to do so and the goods are not delivered within such time.
- (d) Any delivery date agreed between the parties is calculated on the basis that the time estimated for the work begins on the date when the Printer has in its possession the Customer input, artwork, film, or products and any other specific processing instructions and anything else necessary to perform the contract.
- (e) Without prejudice to the provisions of these terms and conditions the Customer accepts and agrees that the Printer has no liability whatsoever for failing to meet any delivery dates where the Customer input, artwork, film, paper, plate, digital information, computer media, printed sheets, signatures, products, inserts or other material or information supplied by or specified by the Customer or the resulting product of any direct input provided by or on behalf of the Customer ("the Materials") or processing instructions have not been delivered to the Printer by the date required by the Printer (or if none in reasonable time for processing to commence according to the Printer's timetable). Neither shall the Printer have any liability where the Materials or processing instructions do not conform to the Customer's obligations as detailed overleaf or in these terms and conditions.
- (f) The Printer may charge or give credit pro rata for work delivered in excess of or less than the quantity ordered up to a maximum of 10% over or under (this excludes Envelope and Mailer Constructions where the maximum of 15% over or under applies). Unless the Customer rejects any excesses over 10% (or 15% in the case of Envelopes and Mailer Constructions) the same shall be treated as delivered under an independent contract on the same terms set out herein and the Customer shall pay for the same pro rata.
- (g) Each installment or part delivery delivered or to be delivered shall be deemed to be an independent contract subject to the terms set out herein. Each invoice shall be treated as a separate account payable accordingly.
- (h) Payment shall be made by the Customer in full without deduction by way of set-off or otherwise within 30 days of the date of the Printer's invoice or such other date as required by the Printer. For the purpose of clause 25(a)(i) hereof the final day of such 30 day period or the date specified by the Printer shall be the due date (as referred to in that clause). The Printer shall have the right to charge interest on overdue accounts at the rate per annum of 8% above the Bank of England base rate from time to time both before and after judgment.
- (i) The risk in the Goods shall pass to the Customer upon Delivery, as defined in Clause 12(a).
- (j) Upon any suspension of work at the request of the Customer or delay through any default of the Customer the Printer shall be entitled to payment in respect of all work then carried out (whether or not delivered) and all materials ordered.

13. PROPERTY

- Until payment has been made in full of all sums (howsoever arising) owing from the Customer to the Printer from time to time: (a) Legal and beneficial ownership in the Goods delivered shall remain with the Printer and the Customer shall hold the Goods on a fiduciary basis as bailee of the Printer in such a way that the Goods are separate and identifiable.
- (b) If any of the events referred to in Clause 25(a)(i) and (ii) below occurs in relation to the Customer the Printer shall be entitled forthwith and without notice to enter upon any premises upon which the Goods are stored and repossess the Goods or to require the Customer to deliver them to the Printer.

14. LIEN

The Printer shall have a general lien on all property of the Customer in the Printer's possession (whether or not paid for) for any sums owed to the Printer under this or a separate contract. The Customer hereby irrevocably appoints the Printer as its exclusive sales agent in relation to such property and in the event that, after having given 14 days notice in writing to the Customer, any sums remain outstanding the Printer as such agent may dispose of such property as it sees fit at the best price reasonably obtainable in the circumstances and shall apply the proceeds towards payment of the sums owed to the Printer and the balance shall be payable to the Customer.

15. LIABILITY

- (a) The Printer's liability to the Customer in respect of (a) any breach of its contractual obligations arising under this contract; and (b) any representation, statement or tortious act or omission including negligence arising under or in connection with this contract (hereafter an "Event of Default") shall be limited to a sum equal to the Printer's charges for the work or that part of it so affected provided that where the Customer shows the same to have resulted from the negligence (as defined in The Unfair Contract Terms Act 1977) of the Printer the Printer's liability for death or personal injury shall be unlimited.
- (b) The Printer shall not in any event be liable to the Customer in respect of any Event of Default for economic loss, loss of profits, loss of business or reputation, goodwill or any type of special indirect or consequential loss howsoever caused (including loss or damage suffered by the Customer as a result of an action brought by a third party) even if such loss was reasonably foreseeable in the contemplation of the Printer or if the Printer had been advised of the possibility of the Customer incurring the same.
- (c) The Customer hereby agrees to afford the Printer not less than 30 days in which to remedy an Event of Default hereunder.
- (d) The Printer shall be excluded from any other liability whether arising under this contract or otherwise and without prejudice to the generality of the foregoing shall be under no liability for negligence (other than in respect of death or personal injury) or in respect of any advice given.
- (e) If and to the extent that a court of competent jurisdiction decides that the Printer shall be liable for any matter other than that contemplated by clause 15(a) above, the liability of the Printer in that case shall be limited to a sum equal to the Printer's charges for the work or that part of it so affected.
- (f) The Printer shall not be liable howsoever in respect of any failure, delay or defect in the work or default caused by the supply or specification of unsuitable faulty or substandard material by the Customer or delay by the Customer, in providing input, film, products or processing instructions to the Printer.

- (g) **Competitions** - Due to the ink jetting technology, whilst precaution is taken to avoid duplication of serial or random numbers, this cannot be guaranteed and the Printer shall have no liability where duplication occurs. The Customer should take out risk insurance and will ensure that any competition rules, as far as possible, provide a mechanism for fairly determining the winner where errors occur.

16. EXCLUSIONS

Except as expressly stated herein, all conditions, warranties, representations and/or undertakings, express or implied, statutory or otherwise are excluded.

17. CUSTOMER'S PROPERTY

If the Printer shall hold or work on property of the Customer or any third party it shall have no liability for any damage to or loss of such property, whether caused by negligence or otherwise, and the Customer shall indemnify the Printer in respect thereof. If the Printer shall hold any such property for more than three months it may give notice to the Customer requiring removal thereof and may dispose of the same without liability to the Customer if not removed within thirty days of such notice.

18. MATERIAL SUPPLIED

- (a) The Printer may reject any Materials if in the Printer's opinion they are unsuitable, incompatible, substandard or of defective quality ("Unsuitable"). Any additional costs incurred thereby or if Materials are found to be Unsuitable at any stage during or after production shall be charged by the Printer. Such supply or specification must be within a reasonable time prior to production and of an adequate quantity to allow for normal spoilage.
- (b) The Customer shall indemnify the Printer against any liability which it may incur as the direct or indirect result of the Customer supplying or specifying Materials which are Unsuitable. Where materials are so supplied or specified, the Printer will take care to secure the best results but will not be responsible for checking or reading the Material and responsibility will not be accepted for imperfect work caused by defects in or Unsuitable Material.

19. STANDING MATTER

Metal, film, glass and other material used by the Printer in production shall remain its exclusive property. Lithographic, photogravure and other work may be destroyed and electronically stored origination material may cease to be stored immediately on completion of the work unless instructions to the contrary in writing are given by the Customer and accepted by the Printer in which case rent or other appropriate storage fee shall be charged by the Printer.

20. LIBEL, OBSCENITY AND ILLEGAL PUBLICATIONS

The Printer may refuse to print any work if in its opinion it contains matter likely to result in civil or criminal proceedings. Any work seized or ordered to be destroyed or made the subject of any injunction shall thereupon be deemed to have been delivered to the Customer, and the Printer shall be paid for the same and for all work carried out on or before the date of such seizure order or injunction, as if so delivered.

21. INDEMNITY

The Customer hereby undertakes fully and effectually to indemnify and to keep indemnified and in the case of legal fees to reimburse on an indemnity basis the Printer from and against all costs, expenses, damages and losses in connection with any third party claims or civil or criminal proceedings whatsoever insofar as permissible by law (including claims or proceedings settled by the Printer in its discretion) in respect of goods made or worked on or work carried out by the Printer pursuant to this contract. The foregoing includes (but not by way of limitation) claims or proceedings relating to tortious acts (including defamation) copyright, registered designs, design rights, trade marks, patents any other industrial or intellectual property and data protection.

22. SET OFF

- (a) The Customer hereby covenants to indemnify and keep indemnified the Printer from and against any claims, costs, damages and expenses whatsoever and any reduction in value of the assets or increase in the liabilities of any of them arising from or in consequence of or in connection with any failure by the Customer or any member of the Customer's Group to duly and punctually perform all their obligations pursuant to this Contract or any other contract, agreement, lease, right or arrangement whatsoever ("a Relevant Transaction").
- (b) The Printer shall not be obliged to pay any sum to the Customer (or any member of the Customer's Group) pursuant to this Contract or any Relevant Transaction if, and for so long as, the Customer (or any member of the Customer's Group) is in default of making payment to the Printer under this Contract or under a Relevant Transaction.
- (c) Without prejudice to (b) above, the Printer may set off against any amount owed by it to the Customer or any member of the Customer's Group any liability owed to it by or any damages claim against the Customer or any member of the Customer's Group (whether such liability be actual or contingent, liquidated or unliquidated, ascertained or unascertained and whether or not proceedings for damages have been issued).
- (d) In the case of a damages claim or if an obligation to make payment is unliquidated or unascertained the Printer may set off the amount it estimates (in good faith) will be the amount of such obligation once it becomes liquidated or ascertained.
- (e) "Customer's Group" shall include all subsidiaries (as defined in the Companies Act 1985) of the Customer's ultimate parent undertaking.
- (f) Nothing in this clause shall be effective to create a charge or security interest. This Clause shall be without prejudice and in addition to any right of set off, combination of accounts, lien or other right to which any party is at any time otherwise entitled (whether by operation of law, contract or otherwise).

23. FORCE MAJEURE

Neither party shall be in breach of this contract if there is any total or partial failure of performance by it of its duties and obligations under this contract occasioned by any act of God, fire, flood, power failure, reduction of power supplies, mechanical failure, lack or shortage of materials, (not being due to the willful default of the party) act of government or state, war, civil commotion, insurrection, embargo, act of terrorism, strike, lockout, industrial dispute or action taken by the party or any other person, firm or company in connection therewith, and any other reason beyond the control of either party. If either party is unable to perform its duties and obligations under this contract as a direct result of the effect of one of such reasons such party shall give written notice to the other of such inability stating the reason in question. The operation of this contract shall be suspended during the period (and only during the period) in which the reason continues. Forthwith upon the reason ceasing to exist the party relying upon it shall give written advice to the other of this fact. If the reason continues for a period of more than 90 days the party not claiming relief under this Clause 23 shall have the right to terminate this contract upon giving 30 days written notice of such termination to the other party.

24. CUSTOMER'S DEFAULT

If the Customer shall be in default under this contract or any other contract with the Printer if the Printer has reason to believe that the Customer will be unable or unwilling to discharge its obligations to the Printer as they arise then the Printer may:

- (a) Cease or suspend work without any liability for any default thereby caused, and
- (b) Give notice thereof to the Customer whereupon the Customer shall pay forthwith for all goods and services supplied by the Printer under this or any other contract with the Customer (whether or not payment would otherwise be due) and a proper charge for all goods used or provided and work carried out prior to cessation of work as aforesaid.

25. TERMINATION

- (a) Both the Printer and the Customer shall have the right at any time by giving notice in writing to the other to terminate this contract forthwith upon the happening of one or more of the following events:
- (i) If the other shall fail to make any payment hereunder within three days of the due date or to remedy any other breach within 30 days upon being required so to do in writing.
- (ii) If the other shall (being an individual) commit any act of bankruptcy or compounds or makes any arrangement with his/her creditors, or being a company has a winding up petition presented or enters into liquidation whether compulsory or voluntary (other than for the purpose of amalgamation or reconstruction) a scheme of arrangement for the benefit of its creditors or has a receiver appointed of all or any part of its assets or takes or suffers any similar action in consequence of debt or has a Notice of Intention to Appoint an Administrator issued in relation to it or an Administrator is appointed or has a petition for an administration order presented in relation to it or being an organisation or individual located outside of England have any analogous proceedings or actions against it.
- (b) The Printer shall have the right at any time by giving notice in writing to the Customer to terminate this contract forthwith if the Customer shall fail to make any payment owing from it to the Printer from time to time and howsoever arising in full within three days of the due date of such payment.
- (c) A contract for the printing of a periodical publication which is not expressed to be for a fixed period may be terminated by either party by notice in writing as follows:
- (i) thirteen weeks (publication at monthly intervals or less); or
- (ii) twenty-six weeks (publication at more than monthly intervals).

26. REMEDIES

Termination of this contract for whatsoever cause shall not affect the rights or remedies of either party in respect of any antecedent breach or in respect of any sum of money owing by the other.

27. NOTICES

Notices shall be deemed to be served when delivered or posted to the last known address of the party to be served.

28. LAW

This contract shall be governed by and construed in accordance with the Laws of England and all disputes arising in connection with the contract shall be submitted to the non-exclusive jurisdiction of the English Courts.

29. HEADINGS

The headings shall not affect the meaning or interpretation of this contract.

30. SEVERABILITY

If and insofar as any part or provision of this contract is or becomes void or unenforceable it shall be deemed not to be or never to have been or have formed a part of this contract and the remaining provisions of this contract shall continue in full force and effect. The parties shall meet to discuss the void and unenforceable provisions and shall substitute therefor a lawful and enforceable provision which so far as possible results in the same economic effects.

31. ENTIRE AGREEMENT

The making, execution and delivery of this contract have been induced by no representations, statements, warranties or agreements other than those herein expressed. Unless expressly agreed otherwise in writing between the Printer and the Customer this contract embodies the entire agreement of the parties and there are no other agreements or understandings, written or oral, in effect between the parties relating to the subject matter hereof. This contract shall not be modified, amended or varied except in writing signed by duly authorised representatives of the parties.

32. WAIVER

No failure or delay on the part of either party hereto to exercise any right or remedy under this contract shall be construed or operated as a waiver thereof nor shall any party's exercise of any right or remedy preclude the further exercise of such right or remedy as the case may be.

33. THIRD PARTY RIGHTS

A person who is not a party to this contract has no right to enforce any term of this contract pursuant to the Contracts (Rights of Third Parties) Act 1999.