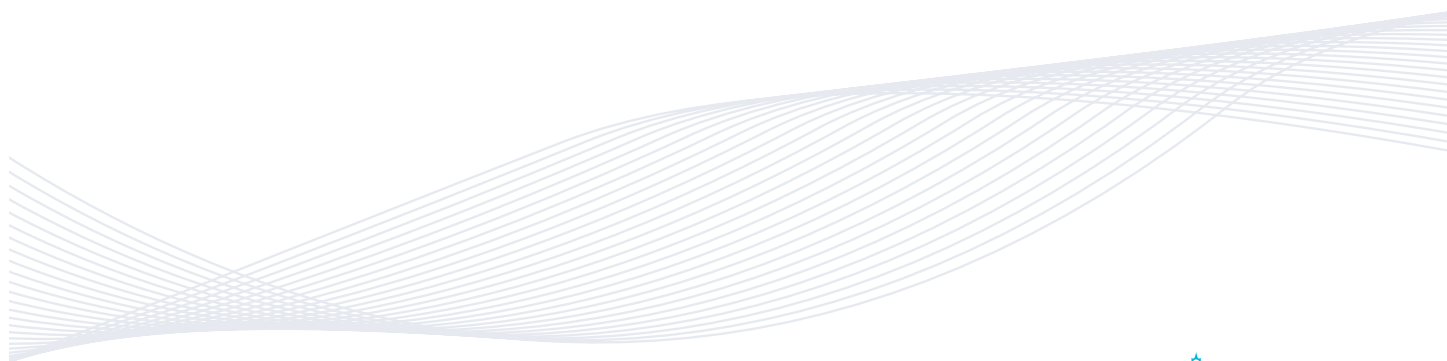


GENERAL
CONDITIONS OF
PURCHASE



The following conditions apply to all orders given by Polestar UK Print Limited

1. **Definitions** in these terms and conditions:
 - 1.1. "the Buyer" means the company which places the order;
 - 1.2. "the Seller" means the person, firm or company to whom the order is issued.
 - 1.3. "goods" includes all goods covered by the order; whether raw materials, processed materials, fabricated products, plant, equipment, articles or other things or any of them described in the order;
 - 1.4. "services" includes all services covered by the order;
 - 1.5. "order" means the order placed by the Buyer for the sale or supply of the goods or services and incorporating these terms and conditions.
 - 1.6. "contract" means the contract between the Seller and the Buyer for the sale or supply of the goods or service pursuant to the order;
 - 1.7. "Associated company" in relation to either the Buyer or the Seller means any subsidiary "Company" any Holding Company (and any subsidiary of such Holding Company) of either the Buyer or the Seller as the case may be.
 - 1.8. "Subsidiary" and "Holding company" shall be construed in accordance with s 159 & 1162 Companies Act 2006.

2. GENERAL

- 2.1 This document contains the entire bargain between the Seller and the Buyer. The Seller's conditions of sale (if any) and any other terms and conditions shall not be recognised or deemed to form part of the contract unless expressly accepted in writing and signed by a Director of the Buyer. No variation of these terms shall be binding on the Buyer unless made in writing by a director of the Buyer. No liability will be accepted by the Buyer for any goods or services which have not been ordered on the Buyer's official form of order.

3. ACKNOWLEDGEMENT AND PRICE

- 3.1. Unless an acknowledgement is received by the Buyer within 14 days of the date of this order the Buyer reserves the right to declare the order invalid.
- 3.2. The order number and date must be quoted on all communications, invoices, delivery notes, etc.
- 3.3. The price of the goods as shown in the order shall remain fixed and shall not be increased by the Seller for any reason, unless the Buyer has agreed in writing to its variation.

4. QUALITY AND DESCRIPTION

- 4.1. Goods and services supplied shall –
 - 4.1.1. be of the very best quality and of the highest standard in the industry;
 - 4.1.2. conform as to quality, quantity and description with particulars stated in the order and additionally shall conform with all representations, whether oral or written, made by or on behalf of the Seller; prior to the order (and whether to the Buyer or to third parties) as to quality, quantity, description, suitability and performance on all of which representations the Buyer shall be entitled to rely;
 - 4.1.3. be of sound materials and workmanship and free from any defect (which term in these conditions include defect within the meaning of Section 3 of the Consumer Protection Act 1987);
 - 4.1.4. be equal in all respects to the samples, patterns or specification provided by either party but in the event of conflict between those provided by the Buyer and those provided by the Seller; those provided by the Buyer shall prevail;
 - 4.1.5. be capable of any standard of performance specified in the Buyer's orders, or represented to the Buyer or requested by the Buyer prior to the order being placed;
 - 4.1.6. be fit for any particular purpose for which they are required and which either expressly or by implication is indicated to the Buyer or otherwise available to the Seller on or before placing of the Buyer's order;
 - 4.1.7. in the case of services be performed to the highest standard of care and skill expected of a professional with expertise in the area concerned and with knowledge of the printing industry.
- 4.2. All goods shall correspond with their description and shall be of satisfactory quality and fit for the Buyer's purpose as made known to the Seller; Where a sample has been supplied the bulk shall correspond with the sample in quality and the Buyer shall have reasonable opportunity of comparing the bulk with the sample.
- 4.3. The Buyer reserves the right to check the stated source of all supplies and components.
- 4.4. The Seller must at all times conform to the Buyer's packing specifications and the buyer reserves the right to reject goods should they not reasonably meet such specification.
- 4.5. The Seller shall supply the amount of the goods specified on the order and the Buyer shall not be obliged to pay either for any under-deliveries or for over-deliveries.
- 4.6. Acceptance of the Goods by the Buyer is subject to a weight check in the receiving store of the Buyer or on a public weighbridge and to any tests specified in the order which tests shall be at the Seller's expense unless agreed to the contrary.

5. DELIVERY AND TITLE

- 5.1. The date of delivery of the goods and / or services shall be that specified in the order unless agreed otherwise in writing between the Buyer and the Seller. The time for delivery is of the essence and the delivery date or dates specified in the order shall be a condition of the contract. The Seller shall furnish such particulars of delivery as the Buyer may reasonably require and the Seller shall give notice to the Buyer as soon as practicable if delivery is likely to be delayed. If delivery is not affected on the date stated the Buyer reserves the right to cancel the order and / or purchase elsewhere, charging the Seller with any loss incurred by the Buyer in so doing. The property in the goods shall pass to the Buyer on delivery.

- 5.2. If a delivery by the Seller, or the acceptance by the Buyer of a delivery is delayed or prevented because the manufacture of the goods, their delivery to the Buyer's work by usual route, or the consumption or use of the goods and/or services by the Buyer; in the ordinary course of its business has been or is being prevented or hindered by circumstances beyond the reasonable control of either party; including any form of Government intervention, strikes and lockouts relevant to the contract, devil disturbance, wars, acts of Queen's enemies, Act of God, fire, storm, flood, tempest, seizure, arrest or requisition of goods or raw material, non-availability of power; breakdown of plant or any other matter outside the control of that party, such delivery shall be suspended, and if it cannot be made within a reasonable time after the due date, the contract may be cancelled by the Buyer or the Seller, by letter, fax or telex to the other party. Where more than one delivery is to be made under the contract, deliveries not so cancelled with be resumed at the Buyer's option as soon as the circumstances causing the delay cease, but except where both parties otherwise agree, the period during which delivered are to be made will not be extended.

6. METHODS OF DELIVERY

- 6.1. All goods and services must be delivered at the delivery point specified in the order or if none to the Buyer's premises and at the time(s) specified in the order. If goods are incorrectly delivered, the Seller will be held responsible for any additional expense incurred in delivering them to their correct destination.
- 6.2. The goods shall be properly marked and shall be delivered, insured and carriage paid by the Seller. The goods shall be delivered in accordance with the Buyer's instructions and shall be accompanied by a delivery note showing the order number and in case of part delivery the outstanding balance remaining to be delivered.
- 6.3. Where goods are dispatched direct to customers of the Buyer at the Buyer's request, the relevant advice notes must be sent to the Buyer as well as to such customers. The Seller must send to the Buyer a copy of the advance note signed on behalf of the customer acknowledging delivery, once delivery has taken place.
- 6.4. All goods returned by the Buyer to the Seller for whatever reason must be credited at full value, forthwith and re-invoiced only if re-delivered to the Seller.
- 6.5. All packages are to be supplied by the Seller free and non-returnable unless otherwise stated in the order.

7. TERMS OF PAYMENTS

- 7.1. Unless otherwise stated in the order; payment will be made by the Buyer within three calendar months from the date of receipt and agreements of the Seller's invoice. This payment will be made net of any deductions or discounts made on the sale price agreed between the Buyer and the Seller.
- 7.2. Value added tax, where applicable, shall be shown separately on all invoices as strictly net extra charge.
- 7.3. The Buyer may set off:
 - 7.3.1. any sum owed by and / or
 - 7.3.2. any claim or counterclaim for damages against (whether such liability be actual or contingent, liquidated or unliquidated, ascertained or unascertained whether proceedings have been issued or not) the Seller or any Associated Company of the Seller under this or any other contract to the Buyer or an Associated Company of the Buyer against any sum or liability owed by the Buyer to the Seller
- 7.4. Where the Buyer sets off a claim for damages the Buyer may in good faith set off the amount it estimates in good faith will be the amount of such obligation once it becomes liquidated or ascertained.
- 7.5. 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 part at any time otherwise entitled (whether by operation of law, contract or otherwise).

8. LOSS OR DAMAGE IN TRANSIT

- 8.1. The Buyer shall advise the Seller and the carrier (if any) in writing of any loss or damage within a reasonable period of time.
- 8.2. The Seller shall make good free of charge to the Buyer any loss or damage in transit to the goods.

9. ACCEPTANCE

- 9.1. The Buyer reserves the right to inspect goods supplied within a reasonable time of receipt to ensure they comply with the Buyer's order.
- 9.2. In case of good delivered by the Seller not conforming with the contract whether by reason of being of a quality or in a quantity measurement not stipulated or being unfit for the purpose for which they are required, the Buyer shall have the right to reject such goods within a reasonable time of their delivery and to purchase elsewhere as near as practicable to the same contract specifications and conditions as circumstances shall permit, but without prejudice to any other right the Buyer may have against the Seller. The making of payment shall not prejudice the Buyer's right of inspection.
- 9.3. The Buyer reserves the right to reject any goods delivered over and above the order quantity and the Buyer further reserves the right to make the necessary adjustments to the sum due on any invoice received from the Seller to take into account those goods rejected.

10. ASSIGNMENT

10. The Seller shall not without prior written consent of the Buyer assign or sub-contract any Contract or any part thereof (except for materials and minor details the makers or supplier of which are specified in the Order). Any such consent shall be conditional upon the assignee or sub-contractor accepting these conditions and

shall not, in the case of sub-contracting, relieve the Seller of his responsibility for any of the Goods included in the order.

11. VARIATIONS

11.1. The Seller shall not alter any of the goods or services except as directed in writing by the Buyer; but the Buyer shall have the right, from time to time during the execution of the contract by notice in writing to direct the Seller to add to or to omit, or otherwise vary, the goods and/or services and the Seller shall carry out such variations and be bound by the same conditions so far as applicable as though the said variations were stated in the contract.

11.2. Where the Seller receives any such direction from the Buyer which would occasion an amendment to the contract price the Seller shall, with all possible speed, advise the Buyer in writing to that effect giving the amount of any such amendment, ascertained and determined at the same level of pricing as that contained in the Seller's acknowledgement of order.

11.3. If, in the opinion of the Seller, any such direction is likely to prevent the Seller from fulfilling any of its obligations under the contract he shall so notify the Buyer and the Buyer shall decide with all possible speed whether or not the same shall be carried out and shall confirm its instructions in writing and modify the said obligations to such an extent as may be justified. Until the Buyer so confirms its instructions they shall be deemed not to have been given.

12. INDEMNITY/INTELLECTUAL PROPERTY RIGHTS

12.1. The Seller shall indemnify and keep indemnified the Buyer against the following (whether caused by defective design, workmanship or materials or by the failure of the Seller to supply the goods and/or services in accordance with the terms of an order or any terms implied by Statute or Common Law, or by any other default or non-compliance of the Seller relating to an order):-

12.1.1. Loss or expense or damage or injury whatsoever and whensoever arising suffered by the Buyer or for which the Buyer may be held liable to third parties;

12.1.2. Consequential or indirect loss or damage (including without limitation loss of profits, use or contracts) sustained by the Buyer or for which the Buyer may be liable;

12.1.3. Claims in respect of breach or any statutory duty.

12.2. The Seller warrants that the goods and Services comply with clause 4 above and further that the design, construction, performance and quality of the goods and/or services comply in all respects with all statutes, statutory rules, orders, regulations and Code of Practice which may be enforced or which in any way apply to the goods and/or services; any adaptation, sale or use of the goods and/or services by the Buyer, will not infringe any patent, trademark (whether or not registered), trade name, registered design, copyright, unregistered design right, or other intellectual property right belonging to any third party. The Seller undertakes to indemnify the Buyer against all loss, damage, costs, expenses, claims and proceedings which the Buyer may suffer or incur by reason of any breach of the said warranties.

12.3. Upon payment of the price (or in the case of cancellation, the passing of property) the Seller assigns to the Buyer with full title guarantee the entire right, title and interest in all and any copyright and rights in the nature of Intellectual Property throughout the world and for the full term of such Intellectual Property arising from the Seller's performance of this Contract and FURTHER the Seller waives all moral rights relating to such intellectual property so far as the Seller may lawfully do so.

13. CONFIDENTIALITY

The Seller shall treat any Order and all designs, drawings, specifications and information supplied therewith as confidential and shall not disclose the same to any third party without the Buyer's prior written consent or infringe any copyright, patent, trade mark, registered design or other intellectual property right vested in the Buyer; save for information already in the public domain.

14. INSPECTION

The Buyer shall have the right to inspect goods during manufacture and before dispatch to require such tests as may be called for in the order or any attached specification to be carried out to the Buyer's satisfaction to reject goods that do not comply with the terms of the contract. For these purposes the Seller shall allow the Buyer's representative reasonable facilities and access to the Seller's works and shall notify the Buyer when the goods are ready for inspection or testing. Such inspection shall not relieve the Seller of responsibility or liability nor be interpreted so as in any way to imply acceptance of the goods.

15. TESTING

Where it is necessary for equipment to be tested under running conditions of plant, payment may be withheld until the equipment has been running successfully under normal operative conditions. Where test certificates have been supplied by the Seller, the Seller is not thereby absolved from its obligations under these terms and conditions.

16. PRODUCT LIABILITY AND STATUTORY DUTY

16.1. Goods and services supplied shall have the Seller's full guarantee as to accuracy, quality and workmanship for a minimum period of 24 months from installation or first use unless otherwise agreed in writing and shall meet the requirements of the Consumer Protection Act 1987 and (in respect of goods for use at work) the Health and Safety At Work Etc., Act 1974.

16.2. The Seller shall effect and keep in effect full and proper insurance in respect of the Seller's liability under the Consumer Protection Act 1987 in an amount sufficient to cover all prospective claims by consumers under the said Act in respect of the goods and services and shall on request from the Buyer show the Buyer the policy of insurance.

17. WARRANTY AS TO HEALTH & SAFETY

The Seller undertakes and warrants that all action required to minimise and eliminate any risk to health and safety resulting from use of the goods and/or services for the purpose for which they are designed has been carried out and that any information which is relevant, in any way whatsoever, to risks to health or safety will be brought to the attention of the Buyer in writing upon acceptance of this order. The Buyer has the right to demand and receive proof that the above undertakings have been carried out.

18. CANCELLATION

The Buyer shall have the right to cancel an order in whole or in part at any time for any reason whatsoever by giving the Seller notice thereof in writing in such event the Buyer shall pay to the Seller (except where the order has been cancelled due to breach by the Seller) a fair and reasonable sum for all materials used and work done up to the time of the cancellation whereupon the property in such materials shall pass to the Buyer. The Buyer shall not be liable for any other loss including loss of profit, consequential or indirect loss suffered by the Seller or any third party as a result of such cancellation.

19. TERMINATION

If the Seller commits any breach of these terms and conditions or the Seller (being an individual) has a Bankruptcy Petition presented against him/her or commits any act of bankruptcy or compounds or make any arrangements with his creditors or the Seller (being a company) has an administrator or an administrative receiver appointed or has a Winding Up Petition presented or commences to be wound up (other than solely for the purposes of amalgamation or reconstruction) the Buyer may, without prejudice to any other of its rights, terminate the contract forthwith by notice to the Seller.

20. GENERAL

20.1. Any notice to be given under these terms and conditions may be delivered or be sent by prepaid post sent first class, addressed to the party to be served at its registered office for the time being or (if not a company) the address for that party last known to the party giving the notice. Notices served by post shall (except where expressly provided otherwise) be deemed served on the second business day after the date of posting "business day" shall mean a day other than a Saturday and Sunday or an English Bank Holiday or Statutory Public Holiday.

20.2. No failure or delay by the Buyer in exercising any of its rights under the contracts shall operate as a waiver thereof.

20.3. In the event that any of these conditions shall become or shall be declared by any court of competent jurisdiction to be invalid in any way, such invalidity or unenforceability shall in no way impair or affect any of the other conditions hereof all of which shall remain in full force and effect.

20.4. Clause headings are for ease of reference only and do not affect construction.

21. PROPER LAW

The contract shall be deemed to have been made in England and shall be governed by and construed in accordance with English Law and both parties submit to the jurisdiction of the English Courts.

22. BRIBERY AND ANTI-CORRUPTION

22.1. The Seller shall comply fully at all times with all applicable laws and regulations, including but not limited to the Bribery Act 2010.

22.2. The Seller warrants that it has not, and covenants that it will not, in connection with this contract, engage in an act of bribery which would constitute an offence under sections 1, 2 or 6 of the Bribery Act 2010.

22.3. The Buyer shall be entitled to terminate this contract immediately and to recover from the Seller the amount of any loss resulting from such termination if the Seller is in breach of the immediate preceding paragraph and if the Seller or any officer or employee of the Seller or any person acting on behalf of the Seller in connection with this contract whether with or without the knowledge of the Seller shall have engaged in any act of bribery.

