

Quantum Binders Ltd

TERMS AND CONDITIONS OF SALE

1. Unless otherwise expressly agreed in writing by the Company these conditions shall apply to every offer, acceptance and contract for the sale or supply of goods by the Company and by ordering from the Company the Buyer shall be deemed to accept an offer by the Company to supply in accordance with these conditions and to agree that any other conditions of sale (whether or not contained in any document of the buyer) do not apply.

2. (a) Any quotation is subject to the Company's Conditions of Sale and (unless, and to the extent that, it is expressly agreed to the contrary) shall not form part of any contact between the Company and the Buyer nor be deemed to be a representation inducing the Buyer to enter into or finalise any such contract. (b) Any price which may be quoted or agreed by the Company is based on current cost and, in the event of any variation in costs between the date of quotation, order or contact and the date of delivery of the goods, the Company shall be entitled to alter its price to reflect such variation, all prices quoted are exclusive of Value Added Tax. (c) Unless otherwise expressly agreed in writing by the Company, payment of all goods invoiced during a calendar month must not be made later than the 30th day of the immediately following calendar month; The Company shall be entitled to charge interest at a commercial rate on a daily basis on any overdue amount.

3. (a) The Company shall retain title in all goods supplied by it to the Buyer until the Buyer has paid to the Company the full price thereof and all other sums whatsoever due from the Buyer to the Company. (b) The Buyer shall at all times in his/its fiduciary capacity hold such goods and any proceeds, rights and claims arising there from on the Company's account and for the Company's benefit. (c) The Company shall be entitled at any time by its servants or agents at the Buyer's expense to enter upon the Buyer's premises and to recover and dispose of such goods and the Buyer shall make no claim against the Company in respect of any such entry or disposal save to recover any balance remaining after satisfaction of all amounts due from the Buyer to the Company. (d) Notwithstanding the above provisions of this clause, the risk in goods supplied by the Company to the Buyer passes to the Buyer when delivery of such goods (or the first consignment or installment thereof) begins.

4. (a) The descriptions, illustrations and material contained in any catalogues, price lists, brochures, leaflets or other descriptive matter supplied by the Company represent the general nature of the items described therein but shall not form part of any order or contract between the Buyer and the Company or amount to any representation or warranty by the Company.

(b) The Buyer must notify the Company in writing (other than on any delivery, consignment or acceptance note) of any loss or damage within the following time limits: - (i) loss, damage, defects or short delivery must be notified within 48 hours of receipt of the relevant consignment or part consignment; and (ii) non-delivery of any whole consignment must be notified within 10 days of date of invoice.

(c) The Company will make every effort to keep to delivery and shipment dates but such dates are not to be treated as terms of the contract and the Company will not be responsible for any loss or damage which may result from late delivery nor in such circumstances shall the Buyer be entitled to cancel or terminate any order or contract.

(d) The Company shall be entitled to make additional charges in respect of costs arising from any variation in standard delivery arrangements, or if the Buyer does not permit delivery to take place as agreed.

(e) In the event that any contact between the Company and the Buyer requires the Buyer to take delivery of any goods on or before any specified date and the Buyer fails to do so, the Company shall be entitled: -

(i) To invoice such goods forthwith and to take the invoice into account and (ii) to

charge at commercial rates for the handling and storage of such goods and for their insurance from the date of invoice to the date when the Buyer takes delivery or the Company disposes of the goods.

5.

6. (a) Where the Buyer requires design or printing work to be undertaken in respect of the goods ordered the Company shall act as the Buyer's agent in arranging the work to be undertaken by a third party and the Buyer agrees to be bound by any terms that imposed by that third party.

(b) The Company shall not be responsible in any way for any errors in proof, which has been submitted to and approved by the Buyer.

(c) All origination work remains the property of the Company until paid for by the Buyer.

(d) The Buyer is fully responsible for all designs supplied in relation to printing work and shall keep the Company fully indemnified in respect of all costs, expenses, losses and liabilities incurred by the Company which result from any claims by third parties that any design, in whole or in part infringes that party's intellectual property rights, including but not limited to copyright, trade or service marks, whether or not registered, or in respect of any other claim whatsoever.

7. If the Buyer becomes insolvent or makes arrangement with or for the benefit of his/its creditors or, being an individual, has a receiving order in bankruptcy made against him or being a body corporate, has a receiver appointed of its undertaking or assets or any of them or commences to be wound up (other than for the purposes of amalgamation or reconstruction only), the Company may, without prejudice to any other of its rights, suspend performance of any contract then existing between the Company and the Buyer and/or terminate any such contract forthwith by notice to the Buyer or any person in whom such contract may have become vested.

8. (a) The Company shall not be liable for failing to perform any contract between it and the Buyer or any part thereof insofar as the failure is due to any cause(s) beyond the Company's control.

(b) The Company shall not be liable for indirect or consequential loss or damage in any circumstances whatsoever.

9. No delay or omission on the part of the Company in exercising any of its rights, powers or privileges (whether in respect of these Conditions of Sale or otherwise) shall impair such right, power or privilege or be construed as a waiver thereof.

10. By ordering from the Company the Buyer shall be deemed to waive any and all existing future claims and set offs against any payments due from the Buyer to the Company and agrees to pay the full amount thereof on the due date therefore regardless of any equity, set off or cross claim on the part of the Buyer against the Company.

11. Where orders are placed by the Buyer in reliance upon samples provided by the Company, the Company shall endeavour to ensure that the goods comply with the quality and dimensions of the samples, but no responsibility can be accepted for discrepancies between samples and the delivered.

12. In these conditions "The Company" means Quantum Binders Limited or its successors in title.

13. These conditions and the contract shall be subject to and construed in accordance with English Law.