

Terms and Conditions of Sale

DEFINITIONS

1.1 Throughout these terms and conditions:

(a) The words 'we', 'us' or 'our' mean We Print and Design Ltd, including any other person or company acting as an authorised representative or lawful agent of We Print and Design Ltd.

(b) the words 'customer', 'you' or 'your' mean the person, business or company from whom an order is received and with whom we enter into a lawfully binding contract, including agents, directors, partners and employees of the Customer;

(c) 'consumer' means a natural person who, when placing an order with us, is acting for purposes which are outside of their business, trade or profession;

(d) 'distance contract' has the same meaning as in the Consumer Protection (Distance Selling) Regulations 2000, that is an order placed by you (as a consumer) at a distance using such methods as the internet or telephone sales;

(e) a 'non-distance contract' is a contract that is not a distance contract;

(f) 'work' or 'goods' means all goods (by way of intermediate or finished product) and services supplied by us to you;

(g) 'preliminary work' means all work done in the concept and preparatory stages including (but not limited to) design, artwork and colour matching; and

(h) 'electronic file' means any text, illustration or other matter supplied or produced by either you or us in digital form on disk, via the internet or any other communication link.

GENERAL

2.1 If you place an order for us to provide goods or services to you, then these terms and conditions apply to your order and to the contract that is made between you and us. These terms and conditions represent a complete and exclusive statement of any agreement between you and us.

2.2 This agreement supersedes all understandings or prior agreements, whether written or oral, and all representations or other communications that may have been made between you and us.

2.3 These terms and conditions do not govern the use of our website(s), nor do they provide specific terms and conditions that relate to e-commerce or to how business may be conducted electronically between us. Specific terms and conditions that relate to these activities are stated in the Terms of Use of our website(s) which you should read before accessing our website(s). Any order placed via our website(s) is, however, subject to these terms and conditions.

2.4 Nothing in any marketing or advertising material that we may issue from time to time is intended to form a contractual offer or to be incorporated in these terms and conditions and must be disregarded in its entirety.

2.5 The terms and conditions are written in plain and easy-to-understand English and should be read using the ordinary everyday meaning. They must not be construed in any way so as to try and give a word, phrase or expression a different meaning to the ordinary everyday meaning.

2.6 Our agreement in no way confers on any third party the right to enforce any of the terms of this agreement in accordance with the Contracts (Rights of Third Parties) Act 1999.

2.7 All clauses, sub-clauses and identifiable parts of our agreement are severable. If any clause, sub-clause or identifiable part is held to be unenforceable by a court of law, then such unenforceability shall not affect the enforceability of the remaining provisions or identifiable parts in our agreement.

2.8 Our agreement, contracts between us and any orders placed by you shall be made in, governed by, and construed in accordance with the Law of England. You also agree to submit to the exclusive jurisdiction of the English courts.

2.9 From time to time we may make these terms and conditions available in languages other than English. For the avoidance of any doubt, the English language version of these terms and conditions shall be deemed to be definitive and conclusive on any matter to be determined by a court of law.

2.10 All references in these terms and conditions to various Acts of Parliament or Regulations refer to Acts and Regulations of the United Kingdom Parliament.

ORDER PLACEMENT

3.1 A separate legally binding contract shall exist each time that you place an order with us and we have notified you of our acceptance of that order. No contract exists between you and us until we notify you that we have accepted your order.

3.2 The placement of an order by you with us constitutes a contractual offer, and a legally binding contract shall exist only when we have notified you of our acceptance of that offer.

3.3 If we have sent you (or have attempted to send you) notification of our acceptance of your offer and that notification has not been received by you, then our starting work on your order (or purchasing materials for your order) shall constitute acceptance of your offer by conduct.

3.4 If we have received pre-payment from you (either in whole or in part) or have processed a pre-payment instruction from you (for example, by taking the pre-payment from your debit or credit card account), then that pre-payment does not constitute the acceptance of an order. A contract only exists between us when we have notified you that we have accepted your order.

3.5 If we send you an acknowledgement that we have received your order (your contractual offer), then this acknowledgement does not constitute our acceptance of your offer.

3.6 Orders placed by you and accepted by us for the supply of products and/or services to you shall only be done so in accordance with these terms and conditions and to the exclusion of all other agreements (including any agreement that we may have had with you before now).

3.7 You acknowledge that whenever you place an order that these terms and conditions (including any variations to them) as published on our website shall apply to that order.

3.8 You also acknowledge that any inability by you to access our website before placing any order does not in any way render these terms and conditions invalid, either in whole or in part.

3.9 For the avoidance of any doubt you should view the latest published copy of these terms and conditions on our website before you place any order with us. If you are unsatisfied with these terms and conditions, then you should not place an order with us.

3.10 If you are unable to view the latest published copy of these terms and conditions on our website then, on request and before placing an order, we will provide you with a complete printed or electronic copy.

3.11 We have taken care to ensure that our website(s) (including any help pages) and these terms and conditions do not contradict each other. However, if there are any inconsistencies or contradictions then these terms and conditions shall apply instead of any contradictory or inconsistent part of our website.

3.12 We are not obliged to accept any order that you place with us.

3.13 If you have made a pre-payment and we do not accept your order, then we will refund the amount of the pre-payment as soon as is reasonably practicable. However, if there are any amounts overdue and payable by you relating to other orders then we may use the amount of any such pre-payment to reduce your other liabilities towards us.

SPECIAL TERMS AND CONDITIONS

4.1 From time to time we may agree to special terms and conditions that will apply to one or more orders placed by you (the number, group, type, series or dates of orders to which the special terms and conditions will be applicable shall be as specified in those special terms and conditions). Special terms and conditions may also apply to all orders placed by you if it is specified in those special terms and conditions.

4.2 Special terms and conditions supplement these standard terms and conditions and may vary or revoke any of these standard terms and conditions to the extent that they specifically exclude any particular provisions of these terms and conditions.

4.3 To the extent that special terms and conditions conflict or contradict with these standard terms and conditions, these standard terms and conditions shall prevail unless it is clearly stated in the special terms and conditions that specific sections or provisions of these standard terms and conditions either do not apply or have been varied.

4.4 Any special terms and conditions must be made in writing and are only valid if they are signed by one of our directors (or carry that director's name if that notice is given electronically). The written notice may be given by us on an order confirmation that we send to you.

4.5 Special terms and conditions may be varied or withdrawn by us at any time.

VARIATIONS TO OUR AGREEMENT

5.1 We may make changes or variations to these terms and conditions from time to time at our sole discretion and we do not need your express consent to do so.

5.2 We shall publish these terms and conditions on our website, together with any changes or variations that are made to them from time to time. We do not need to notify you of any changes or variations in writing.

5.3 Any changes or variations will apply to any orders that you place after the time that we update the terms and conditions on our website. The changes will not apply to any order that you place before we make the changes on our website.

5.4 Any proposed alternative terms or a proposal to vary these terms in any form submitted by you (for example, on your purchase order or in any special instructions accompanying to an order) shall not be valid, nor shall any action by us (including the acceptance of an order purporting to be in accordance with any other terms or conditions) be construed as meaning that any alternative terms or conditions have been accepted.

5.5 Any handwritten or typed amendments (or any other defacement) to any terms do not form part of our agreement nor an amendment to them and are to be disregarded in their entirety.

CONSUMERS

6.1 Nothing in these terms and conditions shall affect your statutory rights if you are dealing with us as a consumer.

PRINT RESELLERS

7.1 You are a 'print reseller' if you re-sell to your own customers (whether or not you add value to) the products and/or services that we supply to you. As a print reseller you will normally be an organisation in the printing and graphic arts industry.

7.2 If you are a print reseller, we will provide you with trade printing services and products at wholesale prices (that is, prices that are lower than we would charge to customers who are not print resellers).

7.3 If you have indicated to us that you are a print reseller (and we have agreed to provide our products and services to you at wholesale prices), then you confirm and agree that:

- (a) you are sufficiently knowledgeable about the technical aspects of the printing and graphic arts industry and its systems, procedures, practices, processes and production methods; and
- (b) you are a commercial organisation in the printing and graphic arts industry and that you would normally intend to add value to and/or re-sell the products and/or services that we supply to you; and
- (c) the relationship between you and us is therefore strictly professional in nature.

7.4 You have an obligation to ensure that you and your employees or agents are sufficiently knowledgeable about such matters and cannot rely on ignorance or doubt as a defence in any dispute or question that may arise.

CREDIT FACILITIES

8.1 At our sole discretion we may grant credit facilities to you provided that:

- (a) you have completed the credit account application process that we may approve from time to time (either verbally, in writing or electronically); and (b)

you satisfy any relevant criteria as we may set from time to time as regards creditworthiness.

8.2 If we have granted you credit facilities we reserve the right to withdraw those facilities at any time and without notice. We shall not be required to give you reasons why we have withdrawn the credit facilities. The dates on which any outstanding invoices become due and payable shall not be affected by the withdrawal of the credit facilities.

INVOICES

9.1 We will only issue invoices that are addressed to you and not to any third party, regardless of who pays any sum on your behalf. We cannot issue VAT invoices to a third party.

VAT AND OTHER TAXES

10.1 All estimates given and orders accepted will be on a basis that excludes Value Added Tax (VAT) and any other taxes, duties or royalties etc. If any such tax, duty or royalty becomes payable on the sales price, we shall have the right to charge that amount.

10.2 If you are a consumer who has entered into a distance contract with us then we will also give you a total price including taxes and duties etc. However, the amount of these taxes or duties may vary whilst we carrying out your order as more information pertaining to your order becomes known to us (for example, the rate of VAT applicable to a product sometimes depends on the content of your artwork, and we may not be able to ascertain the correct rate of VAT until we have started work on your order).

10.3 For the avoidance of doubt, the agreed price of any order shall be the VAT-exclusive amount, and any change to the applicable amount of VAT during the performance of our contract shall be payable by you.

PAYMENT TERMS, LATE PAYMENT

11.1 If we have granted you credit facilities payment shall become due within the period agreed. Otherwise payment shall become due on the completion of work and before delivery or collection of the work is made.

11.2 You must:

- (a) pay all amounts by the date they become due;
- (b) not exceed any credit limit that we may apply to your account from time to time;
- (c) make regular progress or stage payments on any order that takes longer than 28 days to complete;
- (d) pay interest on amounts that are unpaid by their due date at a simple interest rate of 2% per month and calculated on a daily basis from the date of despatch of the goods or the date on which the goods were made available for collection.

11.3 If any amount or invoice becomes overdue then all invoices or amounts outstanding will become due and payable immediately and will be treated as being overdue items. Appropriate charges will then be applied and all costs reasonably incurred in collecting the whole debt (or any part of it) will be payable by you.

11.4 At our sole discretion, we may insist that you:

- (a) pay a deposit or the full (or partial) amount when the order is placed or at some time before the goods are delivered or collected; and/or
- (b) make a payment to ensure that you do not exceed any credit limit that may be applied to your account (which shall include orders placed but not yet invoiced).

11.5 If we have asked you to pay a deposit or the full (or partial) amount when the order is placed or at some time before the goods are delivered or collected, then we may terminate that order at any time if you have failed to pay the amount(s) when they fall due and those amount(s) are still outstanding. If we do terminate our contract then you shall pay us amounts in respect of charges or costs that have been incurred by us relating to that order, including (but not limited to) time, materials used or ordered, and a reasonable amount in respect of lost profit margin on that order.

11.6 We may notify you from time to time of any changes to the dates by which amounts will become due, although any change will not apply to amounts already outstanding.

11.7 You shall indemnify us for the costs involved in pursuing any legal or debt collection actions against you (including taking the advice of a solicitor or barrister, charges made by a debt recovery agency, or time spent and costs incurred by our employees and/or directors in preparing and pursuing that legal action) to recover monies owed by you or from any third party who has given a guarantee or indemnity against any amounts owed by you. You also agree that any legal proceedings shall be dealt with by the Court of Law in which a summons or writ has been issued by us.

11.8 We shall be entitled to charge for storage and for loss of or wastage of resources (including materials and labour) that cannot otherwise be used by us if work is suspended or delayed as a result of any action or inaction by you for whatever reason.

RESERVATION OF TITLE

12.1 Title on any goods supplied shall only pass to you when paid for in full (taking into account Value Added Tax and any interest relating to late payment) and when all other debts owing to us have been discharged.

12.2 Until title to the goods passes you shall:

- (a) keep the goods secure, in good condition and adequately insured;
- (b) not use the goods supplied to form part of, or be used in the manufacture of, any other product not specified by us in writing; and
- (c) keep the goods separately in such a way that they may be identified or retrieved.

12.3 If you sell the goods before title has passed:

- (a) you shall hold the proceeds of the sale on trust for us in a separate account until any sum owing has been discharged from such proceeds;
- (b) we shall have a lien over the money(s) resulting from such sale; and
- (c) you shall indemnify us from any costs or expenses arising from the sale and we shall in no way whatsoever bear any liability from that sale.

PRICE, ESTIMATES AND QUOTATIONS

13.1 We will provide you with a quotation or an estimate of the price to be charged for a particular order if you request one before an order is placed.

13.2 All quotations and estimates that we provide are valid for 28 days unless stated otherwise in that estimate, although we may amend or withdraw a quotation or estimate at any time if it is necessary to do so.

13.3 If we have provided you with a quotation or estimate that is valid for more than 28 days, that estimate will be subject to amendment to meet any rise or fall in our current costs of production that have taken place by the time of delivery. It is your responsibility at the time of placing an order to confirm with us that the estimate price is unchanged or, if it has changed, what the additional costs will be.

13.4 It is your sole responsibility to:

- (a) request a quotation or estimate before placing an order;
- (b) confirm any price before placing an order; and
- (c) eliminate any doubts you may have over the accuracy of any price before placing an order (including prices printed in any literature or published by us electronically).

13.5 If a price has not been expressly agreed at or before the time an order is placed by you, you shall be deemed to know what the price is for that order and we shall charge you a reasonable price in accordance with our normal pricing structure. You agree not to subsequently dispute the price charged. You are therefore encouraged to agree the price of a particular order with us before placing an order.

13.6 Estimates or quotations that we supply are not offers to enter into legally binding contracts, but are merely indications of the price that we charge to undertake a particular type of work.

ORDER DETAILS

14.1 It is your sole responsibility to ensure that the specification or description of the product or service that you are ordering is correct and will meet your requirements. We are not responsible for checking whether or not the product or service that you have asked us to supply is suitable for your own purposes or for the purposes for which you intend to use it.

14.2 Any advice or recommendations that we may give you do not form part of any contractual offer or contractual negotiation and as such are not legally binding on us. In no way can any advice or recommendation be regarded as a misrepresentation if that advice or recommendation is inaccurate or incomplete.

DELIVERY ARRANGEMENTS

15.1 Unless it has been agreed in writing, the price of any work shall be 'ex-works' and delivery/despatch will be charged extra.

15.2 Where it has been agreed in writing that we shall despatch goods (or where we have advertised a delivery-inclusive price), then unless stated to the contrary in that written agreement or

advertisement the delivery charge is for despatch of the goods to one address on the United Kingdom mainland.

15.3 Deliveries made to certain remote areas of Scotland, non-mainland UK addresses and international addresses are subject to an additional charge. Unless stated in the agreed price or estimate, this additional charge shall be in addition to any agreed or estimated price.

15.4 Scottish remote areas include sectors within the following UK postal areas: AB, DD, FK, HS, IV, KA, KW, KY, PA, PH, and ZE. A full list of additional delivery charges to sectors within these postal areas will be provided on request.

15.5 Unless otherwise agreed in writing, if we are required to despatch work or goods and we choose to send those goods by a courier, we may choose a service level or delivery schedule that we (at our sole discretion) deem to be appropriate.

15.6 You are responsible for requesting an estimate of any additional delivery charge. Because these additional delivery charges may be based on the final weight of the goods despatched or the number of boxes/cartons in the consignment, then before those goods are despatched we are only able to provide an estimate or approximation of the additional delivery charges.

15.7 Actual additional delivery charges may not be known at the time that the goods are invoiced. In such cases, we may charge you estimated additional delivery charges at the time that the goods are invoiced, and subsequently make an additional charge (or refund) at a later time when the actual charges have been determined.

15.8 If you request that goods are sent to you by using a specific courier or service level (for example, a delivery to be made at a specific time or on a specific day), then you shall pay any additional delivery charges that may arise from such a request.

15.9 Any requirement for us to despatch or deliver work or goods only extends to our despatching that work or goods from our premises (if those goods are sent by courier).

CANCELLATION OF ORDERS

16.1 If you are a consumer who has entered into a distance contract with us, you may have the right to cancel an order in accordance with the Consumer Protection (Distance Selling) Regulations 2000 ('the Distance Selling Regulations'). In such cases you may be entitled to a refund of any monies (including delivery charges) that you have paid to us in respect of that order.

16.2 If you are a consumer who has entered into a distance contract with us, you should be aware that you do not have the automatic right to cancel any order for the supply of printed material. The goods that you are ordering are manufactured to your own specification and, because we are unable to re-sell bespoke printed matter to another customer, those goods by their very nature cannot be returned to us.

16.3 If you do not have the right to cancel an order by virtue of the Distance Selling Regulations, then you may nevertheless cancel an order at any time prior to the completion of that order. If you do cancel such an order then you are still liable to pay us the full contract price. However, we may (at our sole discretion) allow you to pay a lesser amount comprising of:

- (a) an amount in respect of charges or costs that have been incurred by us relating to that order, including (but not limited to) time, materials used or ordered, and a reasonable amount in respect of lost profit margin on that order; and
- (b) an administration charge.

PRELIMINARY WORK

17.1 You may request that we carry out some form of preliminary work before agreeing to place a firm order. All work carried out at your request, whether experimentally or otherwise, shall be charged at our normal rates. Such work is chargeable whether or not a prior estimate of the price of such work was given to you and whether or not you agree to that work subsequently being taken forward into production.

17.2 A request for preliminary work or the placement of an order by you for preliminary work shall constitute a contractual offer (as described in the section headed 'Order Placement' above). A legally binding contract shall therefore exist only when we have notified you of our acceptance of that offer and our agreement to undertake that preliminary work.

CAMERA-READY COPY AND ELECTRONIC FILES

18.1 You must ensure that copy, artwork and digital artwork supplied to us in 'camera-ready', 'RIP-ready' or final format is clear, legible, suitable for its intended purpose and in accordance with any specification that we may have published or notified to you.

18.2 You must also ensure that computer files and digital artwork supplied to us for the use in the production of artwork and/or printed work are suitable for the purpose for which they are intended, and that you 'pre-flight' and thoroughly check those files to ensure their suitability and completeness. Your lack of knowledge of file types and file formats etc is not sufficient reason for supplying computer files which are not suitable for the purpose intended.

18.3 We are not responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed in writing.

18.4 We may charge you for any additional work which we deem necessary where copy, artwork or files are not suitable for the purpose intended, whether supplied to us directly by you or by a third party on your behalf. We shall, however, give you the option of correctly re-supplying those copy, artwork or files before performing any chargeable work on the original copy, artwork or files.

18.5 If an electronic file is not suitable (without adjustment or other corrective action) for outputting on equipment that is normally adequate for such purposes, we may make an additional charge for any resulting additional costs incurred or may reject the file without prejudice to our right to payment for work done and/or material purchased.

18.6 You are responsible for maintaining a copy of any original electronic files that you supply to us.

18.7 If you supply digital artwork to us, then you confirm and agree that you are sufficiently knowledgeable about the technical aspects of the printing and graphic arts industry and its systems, procedures, practices, processes and production methods. You have an obligation to ensure that you and your employees or agents are sufficiently knowledgeable about such matters and cannot rely on ignorance or doubt as a defence in any dispute or question that may arise.

COMPUTER VIRUSES

19.1 Before you supply any computer disks or files to us, you must take reasonable steps to ensure that those disks and/or files do not contain a computer virus or viruses. This applies regardless of how you supply the files to us and includes supplying those files on computer disk, tape, by direct data transfer (such as by ISDN link), via e-mail or via the internet.

19.2 We agree that you will have taken 'reasonable steps' if:

(a) you have used commercial anti-virus software to check (either automatically or manually) that the files you have supplied to us are virus-free; and

(b) no more than seven days before you supplied the files to us, the virus definitions used by your anti-virus software were updated to the latest version of those virus definitions and that those latest definitions were used to check the files that you sent to us.

19.3 The commercial anti-virus software that you use should provide protection against viruses similar to the protection afforded by Symantec's range of anti-virus software.

19.4 We will normally check your files upon their receipt to verify that they are virus-free and do not affect our computer systems. However, any failure by us to detect any virus does not in any way reduce your obligations to check files before their supply to us.

19.5 If you have not taken reasonable steps to ensure that disks and/or files do not contain a computer virus or viruses, you will indemnify us against:

(a) the cost of any loss of, damage to, and restoration of any of our data or computer systems caused by a virus, together with the costs of removing such virus(es); and

(b) any claims, costs and expenses arising from the infection with such a virus, including any amounts paid on a lawyer or solicitor's advice in the settlement of any claim (including with a third party to whom a virus may have spread without our knowledge).

19.6 We shall not be liable for any delay in the progress of your order resulting from the supply of computer files where those files contain (or where we have a reasonable belief that those files contain) a computer virus. If a file contains (or may contain) a computer virus, then we will notify you that we are unable to use the file as supplied and you should endeavour to re-supply virus-free copies of those files to us as soon as possible.

COPYRIGHT, WORKING MATERIALS AND CUSTOMER'S PROPERTY

20.1 Unless otherwise agreed by us in writing, we shall exclusively own the copyright in:

(a) any general artwork, commissioned artwork and illustrations and anything else whatsoever prepared, developed or created by us;

(b) the way in which a work is presented or designed; and

(c) the content material in any work where that content has been created by us (this excludes artwork created by you where we merely make amendments or alterations to that artwork at your request and where those amendments or alterations are slight or incidental in nature and do not change the substance of the original design).

20.2 We shall not own the copyright of:

(a) any material not created by us; or

(b) any proprietary logos, text, illustrations or photographs; supplied to us by yourselves or other third party copyright holders.

20.3 We shall unconditionally license you to use, reproduce or reprint a design or work which we have undertaken for you and for which we own the copyright provided that the original work has been paid for in full (taking into account Value Added Tax and any interest relating to late payment) and all other debts owing to us have been discharged.

20.4 You must not use a copyrighted design or work which we have undertaken for you to produce a new work or subsequent issue (or an amended past issue) without our prior written permission.

20.5 You are responsible for obtaining all necessary authorities to reproduce pictures, photographs, artwork etc, and you shall indemnify us and our agents from any liability that may arise from any claim arising thereof.

20.6 You agree that we may use any artwork or printing produced by us, or a facsimile or copy of your work, in any promotional material that is produced with the sole intention of promoting or furthering

our business. Unless you expressly request otherwise, we may include copies of such work with any promotional material that is distributed to third parties. We will not re-sell your work.

20.7 All working materials (files, disks, papers, bromides, plates, formes etc) used to create or maintain work which we have undertaken for you shall be exclusively owned by us.

20.8 We shall not be obliged:

(a) to maintain copies of artwork or work which we have undertaken for you either in an electronic format or in a hard copy format; or

(b) at any time to give our working materials (files, disks, papers, bromides, plates etc) or a copy of them to you.

20.9

All property supplied by you to us shall, while it is in our possession or is in transit to or from you or your premises, be deemed to be at your risk. This shall include property belonging to a third party which you have loaned to us. Whilst every care is taken, neither us nor our agents can accept any responsibility or liability for loss or damage to artwork, photographs, transparencies etc.

20.10

Unless we have expressly agreed that we will store your property without charge, we shall be entitled to make a reasonable charge for the storage of any of your property left with us before the receipt of the order or after notification to you of the completion of the work.

MATERIALS SUPPLIED BY THE CUSTOMER

21.1

If you supply any materials (paper, plates, formes etc) to be used in the production process, we may:

(a)

reject any of those materials supplied or specified by you which appear to us to be unsuitable; and/or

(b)

charge for additional costs incurred if materials are found to be unsuitable during production.

21.2

We will take every care to secure the best results using materials that you have supplied or specified, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.

21.3

The whole or any part of that additional cost shall not be charged if it could have been avoided but for unreasonable delay by us in ascertaining the unsuitability of the materials.

21.4

Materials supplied shall be in quantities as we shall agree with you, but must always be adequate to cover both normal and possible abnormal spoilage during the printing process. Materials which are not used shall be returned to you when the job is complete and, where possible, shall be in the same state and condition as when they were originally supplied to us by you. You shall pay any additional carriage charges which we have to incur to return those unused materials to you.

21.5

Any costs incurred as a result of shortages of materials supplied by you (including re-starting jobs, duplicating masters etc) will be charged in addition to the estimated or agreed price.

21.6

Where you have supplied materials and we have advised you that those materials are unsuitable, and you have instructed us in writing to proceed anyway, we will use reasonable endeavours to obtain the best results but:

(a)

we shall have no liability for the quality of the end-product(s); and

(b)

you may not subsequently reject that end-product(s) because in your opinion the quality is not satisfactory.

21.7

If you are supplying work to us after initial processing by a third party, we may reject that work as soon as is reasonably practicable and without processing that work further if we consider it not to be of a satisfactory quality or is not for the purpose intended. Should you require us to continue processing the work that we have rejected, we shall only do so after you have instructed us to do so in writing. In such cases we shall not be responsible for the quality, quantity or suitability of the end-product and you shall not reject that work when supplied to you.

ARTWORK

22.1

Before we start work on any order for you, you are responsible for:

(a)

clearly, concisely, specifically and adequately conveying your requirements to us;

(b)

ensuring that any originated artwork is suitable and adequate for your needs and purposes; and

(c)

ensuring that any artwork files and/or designs comply with any product specifications that we may publish from time to time and make available to you.

22.2

Any additional work that we are required to undertake because you have supplied inadequate copy, incomplete or incorrect instructions or insufficient materials (or the late delivery of the same to us) shall be charged in addition to any agreed price.

22.3

Before you send artwork files to us, you should ensure that you have:

(a)

adequately checked your work to make sure that it is free from error and is suitable to be printed;

(b)

prepared those artwork files in accordance with any specification that we may have approved, issued or otherwise communicated to you; and

(c)

(as the case may be) supplied your own proof to your own customer and that your customer has signed that proof off.

22.4

You are also responsible for ensuring that the colour specifications that you have used in your artwork files are correct and that you have conveyed your exact requirements to us.

22.5

Unless we have expressly agreed to do so in writing, we shall not be required to proofread, spell check, grammar-check or otherwise check the content of your artwork files in any way.

PROOFS

23.1

If you have supplied artwork files to us, we have to perform various tasks and operations to those files such that we can print from them. This is called 'pre-press' or 'pre-production' work.

23.2

Printing is a complex and technical process in which there are many opportunities for error to occur. As many of these errors occur during pre-press stages of the process, we may supply you with proofs (or the opportunity to receive such proofs) to identify such errors so that they can be corrected before your order goes to print. Proofing is a very important stage in the production process and where possible you should always examine a proof to satisfy yourself that the pre-press work that we have undertaken is error-free.

23.3

You confirm that you acknowledge and understand the purpose and importance of the proofing process.

23.4

We are able to supply three types of proof:

(a)

'lithographic proofs' which have been printed on a printing press (also known as 'wet proofs');

(b)

'layout proofs' which are usually printed on a high resolution inkjet or laser printer;

(c)

'electronic proofs' which have been generated digitally and are made available for you to view on a computer screen in PDF file format or via the internet (or other similar methods).

23.5

Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed work will be deemed acceptable unless otherwise agreed in writing.

23.6

Layout proofs and electronic proofs that we supply to you are to confirm that any pre-press work that we have carried out has been done so correctly, and to verify the accuracy of our production files so that you can be confident that the end-product will be printed correctly. If you are a reseller then proofs that we supply to you should not be shown to your own customers.

23.7

When you have received a proof (or the proof is available to view electronically), you must:

(a)

thoroughly, properly and completely check that proof for errors or omissions;

(b)

clearly mark and notify us of any necessary amendments on that proof.

23.8

If you notify us that amendments are required after we have produced a proof for you, we will normally supply an amended proof to you to check further.

23.9

You should thoroughly check all aspects of any second or subsequent proof as any amendments to artwork may necessitate re-working pre-production files and may involve more than one process. You

should not assume that the whole or part of any second or subsequent proof will be correct on the basis that a first or previous proof was itself correct. Re-working a pre-production file may introduce errors that were not present when that pre-production file was previously worked on.

23.10

When you have checked a proof and in your opinion it is correct, you shall give us your complete and absolute approval of that proof in a written or electronic form that has been approved by us, and giving us authority to proceed to print your work.

23.11

If you have any doubts or questions as to whether or not a proof is correct in every regard, or you are unsure as to your ability or competence to approve that proof, then you should not approve that proof but contact us for advice and assistance.

23.12

After we have submitted a proof, we may charge extra if:

(a)

you make alterations or changes to the original concept design or content, and these changes necessitate additional work by us;

(b)

you change the style, type or layout if you had previously left it to our judgment and discretion; or

(c)

you ask us to supply additional proofs.

23.13

We will not charge for any additional layout or electronic proofs that we supply following the correction of any errors or omissions on an original proof and where that error or omission was caused by our fault.

23.14

Lithographic proofs are always chargeable in addition to any agreed or estimated price (unless otherwise stated in writing).

23.15

If we have supplied a lithographic proof (and you have approved that proof), we shall do our best to reproduce the colour of that proof when your work is printed.

You agree that a small variation in colour between the printed work and the lithographic proof is accepted as an inherent part of the printing process and will not seek to reject any work on this basis.

23.16

We shall not be liable for any errors in any work not brought to our attention by you during any proofing process.

23.17

Where you specifically waive the right or any requirement to examine a proof (whether verbally, in writing or by electronic means), we shall be indemnified by you against any and all errors in the finished work and shall incur no liability whatsoever for any errors not corrected prior to printing.

COLOUR REPRODUCTION

24.1

We shall make every effort to obtain the best possible colour reproduction on your work given the limitations of the production process.

24.2

Because of the nature of our work and the production techniques we use, your work may be printed at the same time as work printed for other clients. We therefore make our best efforts to achieve a colour reproduction standard that provides good results for a wide variety of printed work and are unable to guarantee achieving a specific colour reproduction standard on any one particular order.

24.3

You confirm and acknowledge that you are aware that colours reproduce differently on differing types of paper stock or board, on different printing presses and in differing environments (temperature, humidity etc) and agree that this is a normal part of the printing process. For example, you should not expect an exact match between the colours printed on bond paper and coated paper, nor should you expect an exact colour match to commercially available colour swatches.

24.4

Wherever possible, we shall periodically calibrate our lithographic printing presses in accordance with ISO 12647-2 (2004). Calibration, amongst other things, involves adjusting the target dot-gain so that the dot-gain on a printed sheet across the full tonal range is within a standardised tolerance as specified by the International Standard. Because of changing environmental and machine conditions (including the paper stock and inks used) it is normal that calibrations and required adjustments will change from time to time. As a consequence colour reproduction on a particular order may not exactly match that of a previous order before a printing press was re-calibrated or adjusted. In addition, colours reproduced may not match those printed on commercially available colour swatches.

24.5

We are unable to guarantee an exact match in colour or texture between your original colour photograph, artwork, transparency or previous printed work and the final printed article because of the processes involved.

24.6

You must ensure that colour photographs, artwork or transparencies etc that are submitted are suitable for the work in hand as we cannot accept any liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

24.7

You should:

(a)

order a lithographic colour proof, in writing, when placing an order if you require colour reproduction of a specific standard;

(b)

inform us in writing if you wish to check the colour reproduction prior to printing, but this may be charged as an extra.

QUALITY OF WORK

25.1

In accordance with the Sale of Goods Act 1979, any goods that we supply to you must be of 'satisfactory' quality. You shall therefore:

(a)

make sure that the work produced by us in general is of a standard which is acceptable to you before you enter into any contract with us; and

(b)

ask to be given samples of similar work produced by us and materials used to help you assure yourself of the standard of our work.

25.2

You agree and understand that any goods will not fail the 'satisfactory quality' test merely because:

(a)

in your opinion or in the opinion of a third party, the standard of our work may not be similar to that of any other particular printer; or

(b)

in cases where you have supplied copy, artwork or computer files which were not 'suitable for the purpose intended', we did not realise that those files were not suitable before the printing or production of the goods.

25.3

The use by you of any of the goods or work supplied (either in whole or in part) shall constitute your full acceptance of the goods or work. You may not then reject those goods at a later date, and any earlier rejection shall be deemed to have been withdrawn and the goods accepted. For this purpose, the 'use' of goods or work supplied includes passing the work or goods to a third party for subsequent processing or work (for example, to a print finishing company or to a mailing or fulfilment firm) and includes having work delivered directly to a third party by us.

QUANTITIES

26.1

You understand and agree that:

(a)

some variation between the quantity ordered and the quantity supplied is inherent in the print process and that because of the processes involved we may sometimes be unable to supply the exact number of copies of any item requested;

(b)

small variations in quantity supplied (as stated in the following paragraph) are not material to our contract and the quantity that we supply will conform to contract notwithstanding that variation; and

(c)

in order for us to maintain low prices by avoiding frivolous claims, no claim will be made by you or accepted by us in lieu of a shortage that is not material.

26.2

The table below sets out the conditions in which a shortage is not material:

Quantity Ordered Shortage

Up to 1,000 Up to 10%

Between 1,001 and 5,000 Up to 7%

Between 5,001 and 20,000 Up to 5%

More than 20,000 Up to 3%

26.3

If a shortage is not material then the agreed price of a particular order shall not be affected and we shall not be required to make-up that shortage.

26.4

For variations where the shortage is material but is not more than twice the percentage levels specified above, a pro-rata credit or refund may be issued or (at our discretion) we shall endeavour to supply any shortage as soon as we are reasonably able to. For all other shortages, we shall

endeavour to supply any shortage as soon as we are reasonably able to. You shall not be entitled to any form of credit, refund or reduction in price in respect of a shortage that is more than twice the percentage levels specified above and your sole remedy is a re-print of that shortage.

26.5

Because you understand that some variation in quantity is an accepted part of the print production process, you agree that you shall make allowance for any possible shortages in any orders that you place. You also agree that if there is a shortage that is not material (in accordance with the above limits) then the actual quantity supplied will therefore be acceptable for the purpose and use for which the product is intended.

DELIVERY OR COLLECTION OF GOODS

27.1

If we are required to despatch goods we shall:

(a)

despatch the goods within a reasonable time after the work is completed; and

(b)

reasonably ensure that the carrier, the method of carriage and how the goods are prepared or packaged for carriage are suitable such that the goods shall not be lost or damaged in normal transit.

27.2

If we are required to despatch goods you shall:

(a)

accept delivery of goods when tendered;

(b)

be charged for that delivery unless the price agreed for the work includes delivery charges, although you shall be charged extra for expedited delivery; and

(c)

indemnify us for any loss as a result of any failure by you to take delivery when tendered (this does not affect our right where your neglect or refusal to take delivery of the goods amounts to a repudiation of the contract).

27.3

Where time is of the essence of a particular contract and we have despatched goods on time (or have attempted to deliver the goods on time) and we have been unable to make delivery because you have not fulfilled your obligations in receiving that delivery, then we shall be deemed to have fulfilled our obligations in accordance with our contract.

27.4

If you are not a consumer or you are a consumer who has entered into a non-distance contract with us, you shall ensure that the goods are adequately insured during transit, although if you so desire we will arrange such insurance with the carrier on your behalf but in doing so we will be deemed to be acting as your agent.

27.5

We shall always make our best efforts to despatch goods to the correct address. However, if we despatch goods to an incorrect address in error, we shall arrange at our expense to have those goods redirected (or collected and redelivered as the case may be). If we have offered to redirect (or collect and redeliver) those goods within a reasonable period of time, we shall be deemed to have despatched those goods on time (and in accordance with our contract) notwithstanding that the goods were despatched to an incorrect address. If you arrange any re-delivery of such goods without our

express prior consent, then you shall bear the costs of that delivery and we shall in no way be responsible for any such costs incurred by you.

27.6

Unless otherwise agreed in writing, delivery will be to the kerbside at the delivery address and you are responsible for making arrangements for off-loading and for any additional transportation to a storage facility (whether at your premises or at the premises of a third party). Large orders may be palletised and you are responsible for ensuring that the pallets can be offloaded at the kerbside. Deliveries otherwise than to the kerbside at the delivery address shall be charged extra.

27.7

You are responsible for ensuring that the premises at which delivery is to be made are open during business hours or such other time as delivery is to be made. You shall pay any additional delivery charges that may be incurred if such premises are closed and delivery cannot be made when attempted.

27.8

We can only accept requests for special delivery instructions from you in writing. These may relate to one specific delivery or may be standing instructions that relate to more than one delivery that we may make to you. Any standing instructions shall remain in force until you notify us in writing that you wish to vary or withdraw those instructions. We shall not be liable for any failure to observe special delivery instructions either by us directly or by any courier that we may use to deliver the goods.

27.9

A signature of the person receiving goods is normally required at the time of delivery. Goods may only be left at the delivery address without signature provided that you have given us special delivery instructions to that effect. We shall not be responsible nor liable following delivery for goods left without signature for whatever reason, including (but not limited to) damage by weather, theft or loss of those goods.

27.10

If we are required to despatch goods, we shall not be required to label or package goods in any particular way. If goods are being despatched directly to a third party (and if you request us to do so at the time of ordering) we shall make our best efforts to send those goods in plain packaging that does not bear any identifiable reference to us. If you are onward-supplying the goods to your own customer or a third party, then you are responsible for re-packaging or re-labelling those goods according to your own specification or requirements.

27.11

If we are required to despatch goods directly to a distribution centre, fulfilment house or other third party organisation you shall ensure that you have instructed that third party organisation to accept delivery when tendered. You must also ensure that they accept delivery of those goods without regard to how those goods are packaged or labelled. We shall make our best efforts to package or label the goods according to your own instructions or specification, but we cannot accept any responsibility for any errors made in that packaging or labelling.

27.12

We may make an additional charge for any delivery involving difficult access and/or unreasonable distance from vehicular access whether or not we have agreed to deliver work other than to the kerbside at a delivery address.

27.13

If we use a carrier to deliver goods to you (and you are not a consumer or you are a consumer who has entered into a non-distance contract with us):

(a)

the carriage arranged by us shall be on your behalf and delivery to you is deemed to have been made when we give the goods to the carrier;

(b)

the place of delivery shall be deemed to be at our premises at which the finished goods are made ready for collection or despatch; and

(c)

the goods shall be at your risk during transit.

27.14

If we use a carrier to deliver goods to you (and you are a consumer who has entered into a distance contract with us):

(a)

delivery to you is deemed to have been made when you receive the goods or the goods are delivered; and

(b)

the goods shall be at our risk during transit.

27.15

If we are not required to deliver goods, you shall collect the goods from our premises upon notification that they are complete. We will store those goods (at your risk if you are not a consumer or you are a consumer who has entered into a non-distance contract with us) for a maximum of one month, after which time they may be destroyed without further notice (you are still liable to pay for the goods notwithstanding such destruction).

27.16

In some cases, it may be necessary for us to make the goods available for collection or delivery in instalments, and you shall accept the goods in such instalments when tendered.

27.17

Should expedited delivery be agreed, we shall be entitled to make an additional charge to cover any overtime or other additional costs that we may incur.

27.18

We may make a charge in addition to the agreed or estimated price in respect of administrative and postal costs incurred if you have requested that samples of finished work are to be sent to an address other than the delivery address.

TURNAROUND TIMES AND DELAY

28.1

Service, turnaround, despatch or delivery times are to be used as a guide only and, whilst we will make every effort to adhere to proposed timescales, time is not of the essence of any order (subject to the following paragraph) notwithstanding any action by us that purports to guarantee a delivery or collection time or date.

28.2

We may accept a particular order from you where time is of the essence. In such a case it must be clearly stated on our order confirmation (or in any special terms and conditions that we may have agreed with you) using the words 'time is of the essence' and any proposed dates or timescales for the performance of the order must additionally be stated.

28.3

Time-sensitive or dated material does not in itself make time the essence of any contract between us, and you have a responsibility to allow sufficient 'slack time' when you place any order to allow for any delay that may occur. We shall not be responsible for checking whether or not a product is dated or time-sensitive when we accept an order from you or progress an order for you.

28.4

You understand and agree that for any order where it is not explicitly stated on our order confirmation (or in any special terms and conditions that we may have agreed with you) that 'time is of the essence', there is no intention whatsoever for time to be the essence of that contract (notwithstanding anything in the proceeding paragraph). If you are unsure whether or not we will be able to fulfil a particular order by a certain time or date, then you should not place that order with us.

28.5

If you are a consumer who has entered into a distance contract with us and we have not agreed a time period with you within which we will complete your order, then for the purposes of the Consumer Protection (Distance Selling) Regulations 2000 we shall complete your order within 90 days of the later of:

(a)

the date on which we receive full payment from you (if you do not have credit facilities); or

(b)

the date on which you give us unconditional approval to proceed to print your order.

CONFORMANCE TO CONTRACT

29.1

In accordance with the Sale of Goods Act 1979, to conform to contract any goods that we supply to you must:

(a)

match any description given to them;

(b)

be of satisfactory quality; and

(c)

be fit for purpose (but only if the intended purpose was known to us prior to the acceptance of your order and we did not dispute their suitability).

29.2

If goods that we supply to you do not conform to our contract, then you may be entitled by law to ask us to remedy the situation.

29.3

Various remedies are available to you in law. In certain circumstances you may:

(a)

reject the goods and ask for a refund or credit provided that you notify us within 'a reasonable time' (see section entitled 'Claims and Queries' below for the notification periods within which you must advise us or make a claim);

(b)

claim compensation for actual or consequential losses in accordance with the Sale of Goods Act, although the amount you may claim may be limited either by law or in accordance with these terms and conditions.

29.4

In addition, rather than use one of the two abovementioned remedies, you may request that we repair or replace the goods. If you are a consumer this is a statutory right.

29.5

We may decline a repair or replacement remedy if the cost would be disproportionately higher than an alternative remedy. The determination as to whether the cost is disproportionate should take into account the value of the goods if they were to conform to contract, the significance of the lack of conformity and (if you are a consumer) whether the alternative remedy could be completed without significant inconvenience to you. If we decline both repair and replacement, then we may offer you a full or partial credit or refund.

29.6

If you are not a consumer then we shall be under no obligation to agree to repair or replace goods, neither shall we be under any obligation to complete a repair or replacement if we agree to attempt such a remedy. In such cases we may offer you a full or partial credit or refund.

29.7

Where we offer to re-work, replace or remedy work that does not conform to contract, you must accept such an offer unless you can show clear cause for refusing to do so. If you opt to have the work re-done by any third party without our consent, you automatically revoke your right to any remedy from us including, but not exclusively, the right to a credit or refund in respect of work done by us.

29.8

Generally, you will need to demonstrate that the goods did not conform to contract at the time of sale (unless you are a consumer and you make a claim within six months from the date of the sale in which case it for us to demonstrate that the goods did conform to contract at the time of sale).

CLAIMS AND QUERIES

30.1

You must advise us (either verbally or in writing):

(a)

in the case of any damage, delay, loss of goods in transit, shortages, errors or non-conformance with contract etc within five working days of the date of delivery or collection; or

(b)

in the case of non-delivery, within five working days of notification of despatch of the goods or the invoice date (whichever is the earlier).

30.2

Any claim subsequently made in respect of advice given in accordance with the preceding paragraph must be made by you in writing or electronically in a form specifically approved by us. This claim must be submitted to us within ten working days of the relevant delivery, collection or invoice date specified in the preceding paragraph. If you choose, you may give us the advice at the same time as you submit your claim provided that your claim is submitted within the timescales specified by the preceding paragraph.

30.3

Claims regarding a service that we provide to you must be made by you either during the provision of that service (and within ten working days of the discovery of the matter that gave rise to the claim) or no later than ten working days after that service has been completed.

30.4

Claims regarding an invoice must be made by you within ten working days of invoice date.

30.5

All other claims must be made within ten working days of the delivery date, collection date or invoice date (whichever is later).

30.6

You agree and understand that the above timescales within which you must give us advice or submit a claim are reasonable.

30.7

Claims regarding the durability of a product may be made outside of the timescales stated above and shall be within timescales as permitted by law.

30.8

Claims and queries will not normally be entertained unless they are made within the abovementioned time limits. They may only be made outside these time limits in instances where it is not possible for you to comply with the notice requirements provided that advice (where required) is given to us and the claim is made as soon as reasonably practicable. The inability to check the goods supplied by reason of

lack or insufficient manpower or suitably qualified or authorised personnel within your organisation, or because you the goods were delivered directly to a third party, are not valid reasons not to comply with these time limits.

30.9

If any goods do not conform to contract then you must first provide us with advice and then submit a claim in accordance with the proceeding paragraphs. We will then advise you whether we want you to return those goods (either in their entirety or in part). We may arrange for any goods to be collected at our expense (and you shall make the goods available for collection) within a further ten working days or such other time period as we may agree with you. Returning goods without our prior consent shall in no way extinguish or reduce your liability to us for full payment of the goods and for late payment interest. If the goods are subsequently found to conform to contract, we may charge you for the costs of bringing the goods back to us and for any re-delivery costs.

30.10

We shall not be liable in respect of any claim unless the notification requirements above have been complied with.

30.11

Where work is to be forwarded by or on your behalf to a third party for further processing or work, you will be deemed to have inspected and approved the work prior to forwarding and we can accept no liability for claims arising subsequent to the third party's processing.

30.12

If we are required to despatch goods directly to a distribution centre, fulfilment house or other third party organisation then (if you are not a consumer or you are a consumer who has entered into a non-distance contract with us) we shall not be liable in respect of any shortage or damage to goods in transit unless you are present to receive and sign for delivery of the goods (a representative of the distribution centre, fulfilment house or other third party organisation may not act on your behalf in this instance). We shall also not be liable in respect of any shortage or damage in such circumstances unless you have also checked and verified the quantity and quality of goods delivered.

LIABILITY

31.1

If work is late (where time is of the essence), defective for any reason (including negligence) or does not conform to contract, our liability (if any) shall be limited to the lesser amount of rectifying such defect or crediting its value against any invoice raised in respect of the work. We shall not be liable for any loss (whether actual, consequential, direct or indirect) or third party claims arising from such matters.

31.2

Where we perform our obligations to rectify defective work, we shall not be liable for any loss (whether actual, consequential, direct or indirect) or third party claims occasioned by the defective work or arising from delay in the performance of any order or of finished goods in transit (howsoever caused). Furthermore, you shall not be entitled to any further claim in respect of the work nor shall you be entitled to repudiate the contract, refuse to pay for the work or to cancel further deliveries.

31.3

Our liability (if any) to you in respect of any particular order shall be limited to crediting its value against any invoice raised in respect of the work or refunding any monies that you have paid to us in respect of that order (whichever is the lower).

31.4

We shall not be liable for any loss (whether actual, consequential, direct or indirect) or third party claims arising from delay in the performance of any order or of finished goods in transit, whether as a result of our negligence or otherwise.

31.5

If you have partially enjoyed any benefit from any goods or services received from us, then our liability in any matter shall be proportionately reduced to reflect the degree of benefit that you have enjoyed.

31.6

Our employees are not permitted to express any opinion as to our liability in any matter or to accept any liability. You agree and understand that an admission or opinion as to our liability in any matter is only valid if it is made in writing and is signed (or carries the name if that notice is given electronically) by one of our directors. Any other verbal or written communication that purports to accept liability is not valid and any offer is made strictly without prejudice to any rights or remedies that we may have.

31.7

Nothing in these terms and conditions shall exclude our liability for death or personal injury as a result of our negligence.

ILLEGAL OR UNLAWFUL MATTER

32.1

We shall not be required to print any matter which (in our opinion) is or may be:

(a)

of an illegal or libellous nature; or

(b)

an infringement of the proprietary or other rights of any third party (whether or not this fact was or is known at the time of acceptance of the order); or

(c)

offensive or in poor taste; or

(d)

prejudicial or detrimental to the good of our business;

32.2

You shall indemnify us in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary rights contained in any material printed, or work undertaken, for you. The indemnity shall extend to any amounts paid on a lawyer or solicitor's advice in settlement of any claim.

COMPANY IMPRINT

33.1

We shall not append our imprint to any artwork if you have supplied that artwork digitally in its final form unless we have given you prior notice in writing.

33.2

If we undertake artwork or origination work for you, we may append our imprint to any work unless you specifically request otherwise. This imprint shall be clearly shown on any proofs submitted to you.

33.3

If any work is required by law to carry the imprint of the printer it shall be for you to make sure that any regulations or requirements are properly and fully met. You shall indemnify us for any failure to notify us of this obligation.

FORCE MAJEURE

34.1

We shall be under no liability if we are unable to carry out any provision of a contract for any reason beyond our control, including (without limiting the foregoing): Acts of God, legislation, war, fire, flood, drought, failure of power supply, mechanical breakdown, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute, an inability to procure materials required for the performance of the contract, or inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by you.

34.2

During the continuance of such a contingency, you may by written notice elect to terminate the contract but you shall pay for work done and materials used or specially purchased, but subject thereto shall otherwise accept delivery if and when available.

INSOLVENCY OF CUSTOMER

35.1

For the purpose of these terms and conditions, you are regarded as being insolvent if:

(a)

you cease to pay your debts in the ordinary course of business or cannot pay your debts as they become due; or

(b)

being a company, you are deemed to be unable to pay your debts, or have an administration order or a winding-up petition issued against you; or

(c)

have a receiver, administrator or administrative receiver appointed; or

(d)

being an individual, partnership or unincorporated body, you commit an act of bankruptcy or have a bankruptcy petition issued against you.

35.2

If you become insolvent, without prejudice to other remedies we shall have the right not to proceed further with your order and be entitled to charge for work already carried out (whether completed or not) and materials purchased for you. This charge shall be an immediate debt due to us.

35.3

If you become insolvent, all amounts outstanding shall become immediately due for payment.

35.4

If you become insolvent, we may take any goods back and, if necessary, enter your premises to do so or to inspect and/or label the goods so as to identify them clearly.

GENERAL LIEN

36.1

Without prejudice to other remedies, we shall have a general lien in respect of all unpaid debts owing by you on all goods and property belonging to you (including items that you have provided to us) that are in our possession (whether worked on or not). We shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as your agent in such manner and at such price as we think fit and to apply the proceeds towards such debts. When accounting to you for any balance remaining, we shall be discharged from all liability in respect of such goods or property.

DATA PROTECTION AND PRIVACY

37.1

We may hold, store and use information about you in accordance with the Data Protection Act and we may share the information that we hold about you with other group companies.

37.2

We may contact you by mail, fax, telephone or e-mail to inform you of products, offers or promotions that may be of interest to you, or to assist us in ensuring your complete satisfaction with the service we provide.

37.3

You may notify us at any time if you do not wish us to contact you in this way or to share your details with other group companies.

37.4

We may also pass your information to other third parties who may wish to contact you by mail, fax, telephone or e-mail to inform you of products or services that they offer only if you have given your prior consent (either written or electronic) for us to do so.

37.5

We may supply personal information about you to a credit reference agency to assess your creditworthiness, whether or not you have applied for credit facilities.

37.6

If you are a print reseller and you are in breach of contract or you perform any act of bankruptcy or insolvency, we reserve the right to approach your customer and to offer work directly to them, notwithstanding the fact that this will involve advising your customer that you are in breach or default. We will, however, give you written notice of our intention to take this course of action and give you a reasonable opportunity to rectify that breach of contract.

CONFIDENTIALITY

38.1

If you are a print reseller, we will treat any information relating to your clients as confidential and will not approach those clients with a view to gaining work from them. This does not preclude us from sending direct marketing literature to those clients if they are included on a mailing list that we have purchased or acquired from an external source.

NOTICES

39.1

All specifications and notices relied on by either party (or all variations to our agreement that we may notify to you in writing from time to time) shall include a duly authorised signature.

39.2

Any notification or document that is required by these terms to be given in writing may be provided by electronic means in a form that has been approved by us. In such cases, that notification, communication or document need not contain a duly authorised signature, but shall state the name and position of the person responsible for issuing that document.

Terms and Conditions of Contract

We Print and Design Ltd is owned and operated by We Print and Design Ltd Limited, a company registered in England and Wales (registered number 4893198) whose registered office is at Sentinel House, Peel Street, Eccles, Manchester M30 0NJ). Terms and Conditions of trading can be found via the We Print and Design Ltd website at: www.pearlprintdesign.com (the "Website").

December 2012