

Terms & Conditions of Business

between the **Wilkins Group Limited**

(Including, Ken Wilkins Print Limited (UK), Wilkins Spence Packaging Lanka Pvt Ltd (Sri Lanka) and Wilkins Packaging Est Europa Srl (Romania) (collectively referred to as the "Printer")) and you (the "Customer")

1. Price variation/cancellation. Estimates are based on the Printer's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. No order for the supply of goods which has been accepted by the Printer shall be cancelled by the Customer unless agreed in writing by the Printer and provided that the Customer indemnifies the Company against all loss (including loss of profit), costs, damages and expenses incurred by the Company as a result of such cancellation.

2. Tax. Except in the case of a Customer who is not contracting in the course of a business nor holding himself out as doing so, the Printer reserves the right to charge the amount of any Value Added Tax payable, whether or not included on the estimate or invoice.

3. Preliminary work. All work carried out, whether experimentally or otherwise, at Customer's request, shall be charged.

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

5. Proofs. Proofs of all work may be submitted for Customer's approval and the Printer shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby may be charged extra. When style, type or layout is left to the Printer's judgment, changes from that layout subsequently made by the Customer may be charged extra.

6. Delivery and payment. (a) Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed and payment shall become due. (b) Unless otherwise specified, the price quoted is for delivery of the work to the Customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address. (c) Should expedited delivery be agreed, an extra may be charged to cover any overtime or any other additional costs involved. (d) Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days, the Printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage. (e) Should the Customer fail to pay the Printer for the goods sold to them within the credit terms as agreed between them from time to time and, the purchase of goods concerned forms part of a larger or series of other transactions between them whether or not they are considered to be separate contracts, then the Printer shall be entitled to treat any other credit terms on any other transaction as at an end and due for payment forthwith and upon demand. For the avoidance of doubt, the Printer may thereafter enforce payment for all and any sums due to it whether or not any previous agreed credit terms had expired due to the Customer's failure to pay any other amount due within the credit terms agreed for that transaction.

7. Title. (a) Title to the Goods shall not pass to the Customer until payment has been made to the Printer in full. Until such payment, the Customer shall have possession of the Goods as Bailee for the Printer in a fiduciary capacity and shall store the Goods in such a way as to enable them to be identified as the property of the Printer, provided that if the Customer is purchasing the Goods for resale, the Customer may as agent for the Printer, sell and deliver the Goods to a third party, in the ordinary course of the Customers business, on condition that until such payment as aforesaid, the Customer shall hold all proceeds of such sales in trust for the Printer and in a separate account. The Customer hereby assigns to the Printer all rights and claims which the Customer may have against its Customer's arising from such sales until payment is made in full as aforesaid. All the normal incidents associated with a fiduciary relationship shall apply. (b) The Printer reserves the right to re-possess any Goods in respect of which payment is overdue and thereafter to re-sell the same and for this purpose, the Customer hereby grants an irrevocable right and licence to the Printers servants and agents to enter upon all or any of its premises with or without vehicles during normal business hours. This right shall continue to subsist notwithstanding the termination of the Contract for any reason and is without prejudice to any accrued rights of the Printer thereunder or otherwise. If the goods of the Printer are admixed with other goods, the property of any person other than the Customer, the product thereof shall be deemed to be owned in common with that other person.

8. Variations in quality. Every effort will be made to ensure conformance of quality is within any agreed acceptable quality level tolerances. However, long term storage over 3 months and weather conditions after the production date can affect both colour and machine pack performance. Therefore no guarantees in this respect can be given after the 3 month period has elapsed. In particular machine pack cartons are prone to losing pre-fold during storage which can cause intermittent problems on autopack machines.

When producing the goods, the Printer may use materials specified by the Customer. In this regard the Customer shall be responsible for ensuring the accuracy and/or suitability of any order or the materials specified in the order for the production of goods by the Printer. Where the Customer has specified the materials to be used by the Printer to produce goods, the Printer shall not be liable for any claim arising from the suitability of the goods for the Customers intended purpose where the goods produced by the Printer meet the Customer's specification. In any event, due to the variability of any customer's production processes and environment, prior to placing any order with the Printer it is the Customer's responsibility to ensure that the goods manufactured by the Printer are fit for the Customers intended purpose whether to the Customer's own specification or not by testing and evaluation within the Customers own production processes and production environment. No liability is accepted by the Printer for claims, losses or damages in circumstances where the Customer has failed to adequately test the goods or samples of the goods within their own manufacturing processes and environment before placing any order with the Printer (provided always that the goods produced by the Printer meet the Customer's specification or agreed specification).

9. Variations in quantity. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 10 per cent being allowed for overs or shortage, the same to be charged or deducted as appropriate.

10. Liability. The Printers aggregate liability to the Customer arising from the sale of goods to the Customer whether for negligence, breach of contract, misrepresentation or otherwise shall in no circumstances exceed the cost of the value of those goods in any event (whether the goods are

defective, damaged or undelivered). Such liability is to be determined by reference to net price invoiced to the Customer, in respect of any occurrence or series of occurrences. The Printer will not be liable to the Customer or any other non-party for consequential losses arising from any claim or claims presented to the Customer by any other person or company as a result of the supply or failure to supply goods to the Customer.

Nothing in these Terms shall exclude the Printer's liability for: (a) death or personal injury caused by the negligence of the Company; (b) any breach of its obligations under section 12, Sale of Goods Act 1979 or section 2, Supply of Goods and Services Act 1982; or (c) anything else for which the Company cannot exclude or limit its liability at law.

The parties do not intend that any provision of these Terms shall be enforceable pursuant to the Contracts (Rights of Third Parties) Act 1999 by any person not a party to it.

11. Claims. The Printer shall not have any liability for any claim in relation to any defect in the quantity or quality of the goods it delivers to the Customer which is notified to the Company outside the time period specified in this clause. Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Printer within three days (a day being a normal working day within the UK) of delivery (or, in the case of non-delivery, within 14 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Printer and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 28 days of despatch). All other claims must be made in writing to the Printer within 14 days of delivery. The Printer shall not be liable for any loss to the Customer arising from delay in transit not caused by the Printer.

12. Standing material. (a) Metal, film, glass and other materials owned by the Printer and used by him in the production of type, plates, film-setting, negatives, positives and the like shall remain the exclusive property of the Printer unless expressly purchased by the Customer. Such items when supplied by the Customer shall remain the property of the Customer.

13. Customer's property. (a) Except in the case of a Customer who is not contracting in the course of a business nor holding himself out as doing so, the Customer's property and all property supplied to the Printer by or on behalf of the Customer shall, while it is in the possession of the Printer or in transit to or from the Customer, be deemed to be at Customer's risk and the Customer should insure accordingly. (b) The Printer shall be entitled to make a reasonable charge for the storage of any Customer's property or the goods produced by the Printer for the Customer or for property left with the Printer before receipt of the order or after notification to the Customer of completion of the printing work and any agreed 'call off' period where the printer has agreed to store goods or property belonging to the Customer for a specified period and that period has expired.

14. Materials supplied by the Customer. (a) The Printer may reject any paper, plates or other materials supplied or specified by the Customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by the Printer in ascertaining the unsuitability of the materials then the amount shall not be charged to the Customer. (b) Where materials are so supplied or specified, the Printer will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified. (c) Quantities of materials supplied shall usually be adequate to cover normal spoilage.

15. Insolvency. If the Customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him the Customer's right to possession of the goods shall cease and the Printer without prejudice to other remedies shall

(i) have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be an immediate debt due to him, and
(ii) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

16. Illegal matter. (a) The Printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party. (b) The Printer shall be indemnified by the Customer in respect of any claims, cost and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

17. Force majeure. The Printer shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock-out, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract. During the continuance of such a contingency the Customer may by written notice to the Printer elect to terminate the contract and pay for the work done and materials used, but subject thereto shall otherwise accept delivery of all goods produced to that time when available.

18. Terms. These Terms shall apply to any Contract between the Printer and the Customer to the exclusion of all other terms or conditions subject to which any order for the supply of goods which is made or purported to be made by the Customer. No variation of these Terms shall be effective unless expressly agreed in writing by an authorised representative of the Printer.

19. Law. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and the parties hereby irrevocably submit to the exclusive jurisdiction of the Courts of England & Wales. The Legal construction of the clauses shall not be affected by their titles.