

CLINICAL PRINT FINISHERS (U.K.) LTD
TERMS AND CONDITIONS OF TRADING

THESE TERMS AND CONDITIONS OF TRADING SUPERCEDE ALL PREVIOUS VERSIONS

1. GENERAL

- 1.1 In these Terms and Conditions ("the Conditions") the following expressions shall have the following meanings

"the Company" shall mean Clinical Print Finishers (U.K.) limited

"Contract" shall mean any contract howsoever made between the Company and the Customer;

"the Contract Price" shall mean the Company's charge to the Customer for the services;

"the Customer" shall mean any person, firm or company to whom services are provided pursuant to a contract;

"the Materials" shall mean any of the Customer's materials in respect of which the services are provided;

"the services" shall include finishing, folding, ram bundling, card tipping, gate folding, miniature folding and map folding, shrink wrapping, stitching and trimming the Materials and any other services to be provided by the Company pursuant to a contract.

- 1.2 Any quotation or estimate given by the Company is an invitation to the customer to make an offer only and no order of the Customer placed with the Company in pursuance of a quotation or estimate or otherwise shall be binding on the Company unless and until it is accepted by the company;
- 1.3 All Contracts shall incorporate and be subject to these Conditions and the receipt of services by the Customer shall be deemed to be conclusive proof that the Customer has accepted these Conditions in the absence of any express or other implied acceptance of these Conditions by the Customer;

Without prejudice to the generality of the foregoing all other terms and conditions (except those implied in favour of a supplier of services which are not inconsistent with these Conditions) whether or not the same are endorsed upon, delivered with or referred to in any order or other document delivered or sent by the Customer to the Company are expressly excluded. Any reference in the Contract to the Customer's order specification or like document will not be deemed to imply that any terms or conditions endorsed upon, delivered with or referred to in such order, specification or like document will have effect.

2. PRICES

Unless otherwise provided in the Contract:-

- 2.1 The Contract Price is exclusive of Value Added Tax, which will be charged where applicable at the appropriate rate;
- 2.2 The Contract Price does not include the cost of carriage of the Materials either to or from the Company's premises. The Company is not under any obligation to collect or deliver the Materials either from or to the Customer's premises and this is the sole responsibility of the Customer. If the Customer requires, the Company may agree to arrange for the Materials to be collected from and/or delivered to the Customer's premises. In such circumstances the Customer shall be obliged to pay an additional fee which shall be agreed in advance;
- 2.3 The Contract Price includes the cost of storage of the Materials by the Company for the period of two weeks from the date of the Company's invoice. The Company is not under any obligation to store the Materials beyond that date although the Company may agree to store the Materials at its premises or otherwise beyond that date for an additional fee which shall be agreed in advance with the customer.
- 2.4 The price of the services includes the cost of cartons and other packing materials used in respect of the Materials in the ordinary course of business. The Company reserves the right to make additional charges in respect of cartons or packing materials supplied by the Company to meet any special requirements of the Customer's order. Such additional charges shall be agreed in advance;
- 2.5 The cost of any variation or modification in respect of the services, or any development thereof requested by the Customer after the date of the Company's acceptance of the Customer's order shall, if such variations or modifications are accepted by the Company, be borne by the Customer.

3. PERFORMANCE

- 3.1 The company will use its reasonable endeavours to comply with any date or dates for the supply or completion of the services as stated in the Contract, but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. If the Company having used its reasonable endeavours fails to supply or complete the services by such date or dates, such failure shall not constitute a breach of the Contract nor shall the Customer be entitled to treat the Contract as thereby repudiated or to rescind it or any related contract in whole or in part or claim compensation for such failure or for any consequential loss or damage resulting therefrom.

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- 3.2 If the Company is prevented or hindered from performing the Contract or any part thereof by any circumstances beyond its reasonable control including (but without limiting the generality of the foregoing) strikes, lock-outs or other industrial action, inability to obtain materials or labour, power or machinery breakdown or failure, fire, flood civil commotion or any cause of whatever kind and whenever occurring ("the Force Majeure"), further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered. In such circumstances either party shall be entitled, at any time during the continuance of the Force Majeure by notice in writing to the other forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Customer shall pay at the Contract Price for all services supplied by the Company to the date of such termination. On such termination "the Materials" shall become immediately collectable by the Customer. The Company shall not have any liability to the Customer for any direct or consequential loss or damage suffered by the customer as a result of the Company's inability to perform its obligations under the Contract by reason of any such circumstances.
- 3.3 The Company shall be entitled to supply the services in instalments and to invoice the Customer for each such instalment. Where services are supplied by instalments each such instalment shall be deemed to be supplied under a separate contract to which these Conditions shall apply (mutatis mutandis) and save as provided in Condition 4.3 no default in respect of any one instalment shall affect or prejudice due performance of the Contract as regards any other instalments.
- 3.4 Where expedited completion is agreed to by the Company and necessitates overtime or other additional costs, the Customer shall reimburse the Company for the amount of such overtime payment or other costs.
- 3.5 Where postponement of completion is agreed to by the Company the Company reserves the right to require the Customer to pay all costs and expenses (including a reasonable charge for storage and interest for the period of postponement on the Contract Price at the rate of 3% per annum above the base rate from time to time of the Company's bankers for the time being) incurred by the Company by reason of such postponement. Where the Company does not agree to postponement of completion as aforesaid it shall be entitled to terminate the Contract forthwith and shall be entitled to payment at the Contract Price, for the services already performed and any additional costs thereby incurred including storage and interest at the rate aforesaid. On termination the Materials shall become immediately collectable by the customer.
- 3.6 If performance of the Contract is suspended at the request of or delayed through default of the Customer including (without prejudice to the generality of the foregoing) lack of, incomplete or incorrect instructions or refusal to collect the Materials or any part thereof in accordance with these Conditions, the Company shall be entitled to payment at the Contract Price for the services already performed and any other additional costs thereby incurred including storage and interest at the rate referred to in Condition 3.5 above.
- 3.7 If the Customer fails to collect the Materials or any part thereof in accordance with these Conditions then on the expiry of seven days notice to the Customer that the Materials are ready for collection, the Company shall be entitled (without prejudice to its other remedies under the Contract for such breach) to sell the Materials and to apply the proceeds of sale thereof towards payment of all sums due to the company under the Contract or to otherwise dispose of the Materials as the Company shall see fit, the costs of such disposal to be borne by the Customer.
- 3.8 The Company reserves the right without the prior approval of the Customer to assign, sub-contract or sub-let the Contract or any part thereof, but the Customer shall not be so entitled without the prior approval of the Company.
4. **PAYMENT**
- 4.1 Unless the Contract otherwise provides, the Contract Price shall be payable not later than forty five days from the date of the Company's invoice.
- 4.2 Where services are performed by instalments, the Customer shall be obliged to pay for each instalment upon the terms set out in Condition 4.1 above.
- 4.3 The time stipulated for payment shall be of the essence of the Contract and failure to pay within the period specified shall entitle the Company upon the expiration of seven days' notice in writing to the Customer to suspend further performance of the Contract pending payment and in addition the Company shall be entitled without liability wholly or partially to cancel the Contract or any other contract between the Company and the Customer without prejudice to any other remedy available to the Company.
- 4.4 Unless otherwise agreed in writing the customer shall not be entitled to set off against any monies due to the Company under the Contract, any amount claimed by or due to the Customer from the Company whether pursuant to the Contract or on any other account whatsoever.
- 4.5 The Company shall be entitled to interest (both before and after any judgement) on any part of the Contract Price unpaid from the date payment was due until actual payment at the rate of 3% per annum above the base rate from time to time of the Company's bankers for the time being.

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5. LIABILITY

5.1 The liability of the company for any claim or claims for direct injury, loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company, its servants or agents) arising out of or in connection with any defect in the services or any act, omission, neglect or default (whether or not the same constitutes a fundamental breach of the Contract or the breach of a fundamental term thereof) of the Company its servants or agents in the performance of the Contract (including, without limiting the generality of the foregoing, breach of any condition or warranty whether express or implied by statute, common law or otherwise howsoever) shall be limited to the rectification of such services or the satisfactory reperforming of those services including where appropriate the reasonable cost of re-printing where this is necessary to replace the Materials (or any of them) which have been damaged or destroyed as a direct result of the Company's defective services and where such Materials can no longer be used for their original purpose.

5.2 The Company shall not be liable for any claims for economic loss, loss of production, loss of profit, loss of opportunity, loss of bargain or other indirect or consequential injury loss or damage made by the Customer against the Company whether in contract or in tort (including negligence on the part of the Company its servants or agents) arising out of or in connection with any such defect, act, omission, neglect or default referred to in Condition 5.1 above.

5.3 Nothing in these Conditions shall:-

- 5.3.1 limit or exclude the liability of the Company in respect of death or personal injury resulting from the negligence of the Company, its employees or agents; or
- 5.3.2 limit or exclude the respective rights and remedies of the Company and the Customer under the Unfair Contract Terms Act 1977.

6. CUSTOMERS PROPERTY

All Materials (including the pallets on which the Materials are delivered) supplied to the Company by or on behalf of the Customer which are held by the Company for the purposes of the Contract or in transit to or from the Customer (whether or not the carriage of the Materials was arranged by the Company pursuant to Condition 2.2), shall unless otherwise agreed be deemed to be entirely at the Customer's risk and the Company shall not be liable for any loss of or damage to such property whilst in the possession of the Company or in transit as aforesaid unless such loss or damage is due directly to the negligence of the Company, its employees or agents. In no circumstances whatsoever will the Company be liable for any consequential loss or damage arising therefrom. The Customer shall insure all Materials for all risks.

7. LIEN

Without prejudice to any other rights and remedies which the Company may have under the Contract, the Company shall in respect of all debts of the Customer to the Company have general lien on all the Materials belonging to the Customer in its possession (whether worked on or not) and shall be entitled upon the expiration of seven days' notice to the Customer, to dispose of the Materials as it thinks fit and to apply any proceeds of sale thereof towards the payment of such debts.

8. INSOLVENCY AND BREACH OF CONTRACT

If any of the following events occur, are threatened or in the opinion of the Company are reasonably likely to occur:-

- (i) The Customer shall commit any breach of the Contract and shall fail to remedy such breach (if capable of remedy) within a period of thirty days from receipt of notice in writing from the Company, requesting such breach to be remedied; or
- (ii) Any distress or execution is levied upon any of the goods or property of the Customer; or
- (iii) The customer (or where the Customer is a partnership any partner thereof) offers to make any arrangements with or for the benefit of its or his creditors or a petition is presented or an order is made for the customer to become a bankrupt; or
- (iv) The Customer (being a limited company) has an administrative receiver or a receiver and manager appointed of the whole or any part of its undertaking property or assets or a petition is presented or an order is made or a resolution is passed or analogous proceedings are taken for the winding up of the Customer or for the appointment of an administrator thereof

The Company shall be entitled without prejudice to its other rights hereunder, forthwith to suspend further performance of any Contract until the default has been made good or to determine the Contract or any unfulfilled part thereof or at the Company's option to make partial supplies of services. Notwithstanding any such termination, the Customer shall pay the Company at the Contract Price for all services performed in respect of the Contract up to and including the date of termination and shall in addition indemnify the Company against any resulting loss, damage or expense incurred by the Company in connection with the non-performance of the Contract including the cost of any material, plant or tools used or intended to be used thereof and the cost of labour and other overheads including a percentage in respect of profit. On such termination the Materials shall become immediately collectable by the customer.

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9. SEVERANCE

If at any time any one or more of these Conditions (or any paragraph, sub-paragraph or any part thereof) is held to be or becomes void or otherwise unenforceable for any reason under and applicable law, the same shall be deemed omitted herefrom and the validity and/or enforceability of the remaining provisions of these Conditions shall not in any way be affected or impaired thereby.

10. WAIVER

The rights and remedies of the Company under the Contract shall not be diminished waived or extinguished by the granting of any indulgence, forbearance or extension of time by the Company nor by any failure of or delay by the Company in asserting or exercising any such rights or remedies.

11. LAW

These Conditions and each and every Contract made pursuant thereto shall be governed by and construed in all respects in accordance with the Laws of England and the Company and the Customer irrevocably submit to the exclusive jurisdiction of the English Courts.

12. QUOTATIONS

- 12.1 The Company will not be bound by any price quoted over the telephone. All quotations must be made in writing, dated and signed or electronically sent by a company representative.
- 12.2 All quotations are time limited to 30 days or date specified on the quotation. If the quotation does not state a time limit then 30 days will be the maximum time the quotation shall be deemed to be valid.
- 12.3 All quotations are subject to the Company having sight of all Customer proofs, samples and specifications.

13. WRITTEN INSTRUCTIONS

- 13.1 All instructions to the Company should be made clearly and in writing we may refuse to accept liability for errors where written instructions have not been given.
- 13.2 The Company cannot accept responsibility for any verbal instructions given by telephone or otherwise and any errors arising from this shall be the responsibility of the Customer. The Company shall not rely on any instructions given by the Customer written or otherwise being incorporated in an order if those instructions were given before the written order was placed by the Customer.

14. ERRORS

- 14.1 Any complaints about services provided or work supplied deemed by the Customer to be the fault of the Company should be submitted in writing within 7 days of delivery or receipt of invoice, whichever occurs sooner. After this date all goods and/or services will be deemed to be acceptable for use.
- 14.2 Any usage of the goods supplied will be deemed as acceptance of the goods.
- 14.3 The Company shall only consider financial recompense upon return of the goods in full, or that part of the supply deemed unacceptable.

15. ILLEGAL MATTER

- 15.1 The Company shall not be required to process any matter which in its opinion is or may be of an illegal, libellous or discriminatory nature.
- 15.2 The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising from any goods processed for the Customer or any infringement of copyright, patent or design. In the event of any complaint, claim, action or proceedings being brought against the Company in respect of any goods or materials printed or processed for the Customer and whether such complaint, claim, action or proceeding is settled, compromised or litigated in any way and as a result the Company incurs any cost, loss, damage, liability or penalty of any kind the Customer shall indemnify the Company in respect of any such cost, loss, damage, liability or penalty, without enquiry or question and without exercising any right of set off counter claim or cross demand of any nature against the Company.

16. REPRINTS

In order to receive a replacement order the Customer must return at least 98% of the order within 30 days (at their own expense) from the time when the order was received. All charges related to express finishing or express delivery are not refundable, including for those orders that are returned for any other reason.

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17. NORMAL SPOILAGE

- 17.1 The Company always aims to deliver the exact quantity of goods ordered by the Customer. The Company reserves the right to under supply goods to the Customer within a margin of 5% under the ordered amount.
- 17.2 It will be the responsibility of the Customer to ensure that an allowance is made for up to a 5% under supply when placing an order. The Customer will not be charged for any under supply. The Customer will be credited for any under supply based on the proportion of the supply not received.
- 17.3 Normal spoilage for the purposes of these conditions is a proportion of the goods ordered which do not conform to a commercial standard in the opinion of the Company. Normal spoilage can be caused by many factors but mainly by poor printing, finishing machine errors, damage in transit and human error.
- 17.4 If spoilage occurs it will be removed from a Customer's order, if spoilage is not removed because it has passed unnoticed it will be the responsibility of the Customer to remove the spoilage from the order and notify the Company within 7 days of receipt of the goods.
- 17.5 The Customer will retain any spoiled goods unless instructed by the Company in writing to dispose of them.
- 17.6 The Customer is entitled to be credited with the value of the spoilage as outlined above only if the Company agrees that the goods are spoiled and the Company shall be entitled to inspect the goods to ascertain this.
- 17.7 If the Company requests the return of the goods for inspection the Company will be responsible for reasonable packing and carriage charges unless the goods are found to be of a commercial standard in which case the Customer will be responsible for packing and carriage charges.

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18. RETENTION OF TITLE

- 18.1 The Title in any goods delivered shall not pass to the Customer but shall be retained by the Company until payment has been made to the Company in full without prejudice to any other remedy of the Company for non payment of the goods or otherwise.
- 18.2 Where the Customer sells the goods or sells any rights therein or receives any money from any person or persons as a consequence of distributing the goods prior to paying the Company, the Customer agrees that the proceeds from the sale of such goods shall be held upon trust and shall be placed in a separate bank account of the Customer containing no other monies and shall not in any way be mixed with any monies belonging to the Customer prior to payment to the Company.

END OF DOCUMENT