



Terms and Conditions of Sale.

DEFINED TERMS

Buyer: is the person, firm or company with whom the Company has agreed to provide Goods and/or Services.

Company: Victor Stationery (UK) Limited (NI067998) of Unit 1 Carryduff Business Park, Comber Road, Carryduff, Down, BT8 8AN and/or Victor Stationery OÜ (Registered No: 10990423) of Peterburi Tee 92F, 13816 Tallinn, Estonia

Contract: the contract between the Buyer and the Company for the provision of Services and/or Goods, which shall consist of the Quotation, the Drawings, these Terms and the Order (once accepted by the Company).

Drawings: all drawings, designs, specifications, calculations, instructions and other documents or information (whether written or otherwise) provided to the Company by the Buyer in respect of the Services/Goods requested.

Goods: are the goods which the Company is to supply to the Buyer pursuant to the Contract.

Order: is an order placed by the Buyer for the Goods on foot of the Quotation and shall be deemed to include the Buyer's express acceptance of these Terms;

Quotation: the tender, offer or quotation given by the Company to the Buyer in respect of the Services/Goods, or any pre-agreed rates or prices set out in writing between the Buyer and the Company and intended to apply to all Orders of the Buyer.

Services: are the services to be provided by the Company as set out in the Contract.

Terms: the terms and conditions set out below.

1. FORMATION AND CANCELLATION OF CONTRACT:-

a) Any Quotation shall not constitute an offer. The Order constitutes an offer by the Buyer to purchase Goods and/or Services in accordance with these Terms and the Quotation.

b) No Order shall be deemed to be accepted by the Company until a written acknowledgement is issued by the Company, at which point the Contract shall come into existence. Each accepted Order shall constitute a separate Contract and these Terms, as amended from time to time, shall apply to any such Contract.

c) These Terms apply to the Contract to the exclusion of any other terms that the Buyer seeks to impose or incorporate (whether in the Order or otherwise), or which are implied by law, trade custom, practice or course of dealing. No addition, alteration, substitution or waiver of these Terms will be valid unless expressly accepted in writing by the Company.

d) The Company reserves the right to rescind the Contract at any time without giving any reason there for and the Company will give written notice of such rescission to the Buyer but shall not be liable to make any payment by way of compensation or damages. The Buyer may cancel a Contract at any time on written notice to the Company. The Company may charge to the Buyer all costs and expenses arising directly or indirectly as a result of having entered into the cancelled Contract.

2. VARIATION OF CONTRACT:-

a) The Company must be informed in writing of any changes, additions, alterations or reductions to the Drawings and/or the Goods and/or Services required. Any alterations, additions or revisions to the Contract shall be subject to additional costs or charges and agreed in writing between the parties provided always that the Company may at any time without notifying the Buyer make any changes to the Goods and/or Services and alterations, additions or revisions to the Contract which are necessary to comply with any applicable safety or other statutory requirements, or which do not materially affect the nature or quality of the Goods/Services.

b) Every endeavour will be made by the Company to deliver the correct quantity ordered but Quotations are conditional upon margins of 10% being allowed for overs or shortage and the same may be charged or deducted.



3. PROOFS & DRAWINGS:-

- a) It is the responsibility of the Buyer to ensure the accuracy and completeness of all Drawings. Drawings will remain the property of the Buyer at all times but the Company will be given a non-exclusive and royalty-free licence to use same and any intellectual property in same in relation to the Contract and to retain any copy(ies) of same.
- b) Proofs of all work may be submitted for the Buyer's approval and in that event no responsibility will be accepted for any errors in them not corrected by the Buyer.
- c) The Buyer shall be responsible for obtaining all necessary authorities and consents to reproduce pictures, artwork, photographs, copyright text, fonts and/or any other reproducible materials prior to instructing the Company to reproduce the same.

4. MACHINE-READABLE CODES:-

- a) In the case of machine readable codes or symbols the Company shall print the same as specified in the Drawings or approved by the Buyer in accordance with generally accepted standards and procedures.
- b) The Buyer shall be responsible for satisfying himself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
- c) The Buyer shall indemnify the Company against any claims by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of the Company to comply with paragraph (a) above which is not attributable to error or failing within the tolerances generally accepted in the trade in relation to printing of this nature.

5. STANDING MATTER:-

- a) The Buyer's property and all property supplied to the Company by or on behalf of the Buyer shall be held worked on and carried at Buyer's risk.
- b) Metal, film, glass and other materials used by the Company in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain the exclusive property of the Company.
- c) Type may be distributed and lithographic photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the later event rent may be charged.

6. ILLEGAL MATTER:-

- a) The Company shall not be required to print any matter which in the Company's opinion is of an illegal, libellous, immoral, blasphemous, morally offensive, politically extreme, obscene or fraudulent nature or an infringement of the intellectual property or other rights of any third party ("Illegal Matter").
- b) The Company shall be indemnified by the Buyer in respect of any and all claims, demands, costs, losses, damages and expenses arising out of any actual or alleged Illegal Matter printed for the Buyer or misuse of the confidential information of a third party in relation thereto.

7. PRICE:-

- a) Quotations are based and Orders are accepted on current prices prevailing at the date of the Quotation or acceptance of the Order and are subject to amendment by the Company on or at any time after acceptance to meet any rise or fall in costs, wages, carriage, raw materials, variation in suppliers prices, foreign exchange rates or import or other duty or tax or any other factor occurring which is beyond the reasonable control of the Company between the date of the Quotation/Order and date of delivery.

b) Work carried out experimentally or request will be

whether otherwise at Buyer's charged.

8. DELIVERY & RISK IN THE GOODS:-

a) Where possible the Company will try to ensure compliance with any delivery times and dates given however, such times and dates are an estimate only and time shall not be of the essence or made of the essence by notice. Deliveries may, at the Company's option, be suspended, restricted or delayed without the Company giving any reason there for and the Company shall not be responsible for any loss due to such delay.

b) Should expedited delivery be agreed and necessitate overtime or other additional cost or should work be suspended at the request of or delayed through any default of the Buyer an extra charge may be raised and it shall be payable by the Buyer immediately on notification.

c) The Buyer shall inspect the goods immediately on receipt thereof and shall within 10 days from receipt give notice in writing to the Company of any matter or thing by reason whereof he shall allege that the Goods are not in accordance with the Contract. If the Buyer shall fail to give such notice the Goods shall be deemed to be in all respects in accordance with the Contract and the Buyer shall be bound to accept and pay for the Goods accordingly. If the Buyer does so notify the Company of an objection then the Company and/or its agent(s) shall be given the opportunity to inspect the Goods and to enter the premises of the Buyer in order to facilitate such inspection and, if the Company acting reasonably is satisfied that the Goods (or such portion thereof) are not in accordance with the Contract for a reason for which the Company is responsible, it shall at its sole discretion repair or replace the same (or the part of same in question) or, at the Company's sole discretion, refund to the Buyer the price paid under the relevant Contract (or a proportionate part of the price) in which case the Company shall have no further liability to the Buyer. Where the Company at its sole discretion considers that a valid claim in respect of the Goods has not been made the Buyer shall be responsible for payment in full in respect of the Goods and for all costs incurred by the Company in connection with the objection made, including without limitation any costs of collection and transporting the Goods to the Company, redelivery to the Buyer, and/or costs in respect of any site visit by the Company.

d) The Goods shall be delivered by the Company to the Buyer in accordance with these Terms and the Buyer's written instructions provided the latter do not conflict with these Terms provided nevertheless that from the time of despatch thereof from the Company's premises and until such delivery the risk of any loss or damage to or deterioration of the Goods from whatever cause arising shall be borne by the Buyer.

e) Where the Buyer refuses or neglects to take delivery, without limiting any other right or remedy that the Company may have, the Company shall be entitled to charge the Buyer for storage of the Goods by itself or a third party and all other associated costs with same until actual delivery together with any costs for redelivery. The Company shall be under no liability to the Buyer for any deterioration in the Goods arising from same.

9. RESERVATION OF TITLE:-

a) The ownership of the Goods shall remain in the Company until payment by the Buyer of all monies owed to the Company by the Buyer (whether or not having fallen due for payment), but the Buyer shall be responsible for any damage or loss sustained to the Goods whilst in his possession or care

b) The Buyer shall permit the Company, its servants or agents to enter upon the Buyer's premises to repossess the Goods at any time prior to the payment of all monies owed to the Company by the Buyer (whether or not having fallen due for payment).

c) The Buyer shall have the right to dispose of the Goods in the ordinary course of business for the account of the Company and to pass good title to the Goods to his customer being a bona fide purchaser for value without notice of the Company's rights provided however that the Buyer will stand possessed of the proceeds sale in trust for the Company to whom the Buyer will account but the Buyer may retain there from any excess of such proceeds over the amount outstanding under this or any other sale contract between them, and the Company has the additional right to recover the

Buyer's price directly
customer to the
Company avails itself

from the Buyer's
extent unpaid. If the
of such right the

Buyer agrees to be joined as a party to any proceedings and the Company shall account to the Buyer for any such excess as aforesaid less any expense incurred by the Company in respect of such recovery.

d) The Buyer's power of sale shall automatically cease if a Receiver or Administrator is appointed over any of the assets or the undertaking of the Buyer or a winding-up order is made against the buyer or the Buyer goes into voluntary liquidation (otherwise than for the purpose of reconstruction or amalgamation) or convenes a meeting of or make any arrangement or composition with creditors or commits any act of bankruptcy or allows execution to be levied against its or his goods.

e) For the purpose of this clause, the Buyer hereby agrees to waive any counterclaim or off-set claim against the Company.

10. PAYMENT:-

a) Payment shall be nett monthly. Any payment due under these Terms shall be due in full within 30 days of the date of invoice, unless otherwise stated in the Quotation ("Due Date") or otherwise agreed in writing between the parties. The Buyer shall make full payment due under the Contract without any deduction, counterclaim, withholding or set-off unless agreed in writing with the Company (or as may be required by law).

b) The time allowed for payment shall be of the essence and payment by the Due Date is a condition precedent to further deliveries. No payment is deemed to have been received until the Company has received such payment in cleared funds. If the Buyer shall fail to make any payment when due the Company may withhold deliveries to him of any Goods ordered and the Buyer shall become liable to pay the cost of all materials and work in connection with any uncompleted part of the Contract plus a 20% administration charge.

c) If any payment is in arrear in respect of any Goods or any instalment of Goods ordered by the Buyer the Company shall have an absolute right without giving notice to the Buyer to restrain delivery of any Goods in its possession or at its option to rescind any Contract existing between the Company and the Buyer without prejudice to the Company's rights to recover any money owing to the Company by the Buyer.

d) The Company shall be entitled to charge interest on any overdue monies at 3% over Bank of Ireland Sterling Base lending rate.

e) The Company shall be entitled to recover from the Buyer any cost incurred in the course of collecting an overdue account.

f) Any period of credit allowed to the Buyer may be changed or withdrawn at any time.

g) If in the opinion of the Company the creditworthiness of the Buyer shall have deteriorated prior to delivery the Company may require full or partial payment of the price prior to delivery or the provision of security for payment by the customer in a form acceptable to the Company.

11. LIMITATION OF LIABILITY:-

a) The Company cannot accept any liability for claims arising from damage delay or partial loss of Goods in transit: such claims must be made by the Buyer on the carrier direct.

b) The Company will not be responsible for any loss whatsoever arising from or consequential upon any delay in delivery and the Buyer shall not be entitled to reject the Goods or terminate the Contract by reason of such delay. The Company shall not be liable for loss or third party claims occasioned by delay in completing any work.

c) It is a fundamental condition of the Contract that it is the sole and absolute responsibility of the Buyer to ensure that all the Drawings provided to the Company are accurate, clear and legible and



are suitable for the purpose and the liability whatsoever by reason of any act or omission of the Buyer, its servants or agents

Buyer's intended Company accepts no arising therefrom or

d) The Company shall not be liable for defective work for any reason including negligence and the Company's liability if any shall be limited to rectification of any such defect.

e) The Company shall be under no liability where any defect to the Goods arises directly or indirectly as a result of:

- i. any breach by the Buyer of these Terms;
- ii. fair wear and tear or normal deterioration;
- iii. storage, handling or processing, damage, misuse, cleaning, negligence, handling or alteration of the Goods or any other act or omission of the Buyer, its servants, agents or other third parties or abnormal working conditions of the Buyer;
- iv. where the Buyer, its servants, agents or other third parties alters or repairs such Goods; or
- v. Buyer's failure to follow the Company's oral or written instructions as to the storage, commissioning, use or maintenance of the Goods or (if there are none) good trade practice.

f) Any drawings, photographs, illustrations, descriptive matter, specifications and advertising issued by the Company and any description or illustrations contained in the Company's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They will not form part of these terms and any samples or description provided to the Buyer may not be identical to the Goods supplied.

g) The Company shall not be liable for any indirect or consequential loss or damage, loss of profit, loss of business, depletion of goodwill, costs or expenses, loss of use or production or of contracts which the Buyer may suffer arising out of any breach by the Company of its obligations under a Contract and whether the same be due to the negligence of the Company its servants or agents or not.

h) The Company's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation or otherwise, arising in connection with the performance of a Contract shall be limited to the amount paid by the Buyer under that Contract and subject to that overall limit to the party of any loss suffered which is proportionate to its responsibility.

i) Any claims against the Company must be made within 10 days of delivery.

j) Nothing in these terms excludes or limits the liability of the Company for death or personal injury caused by the Company's negligence or affects the Buyer's statutory rights as a consumer (if the Buyer is contracting as a consumer).

12. WARRANTIES:- All warranties and conditions expressed or implied statutory or otherwise as to quality or fitness of any of the Goods or Services for any particular purposes are hereby excluded.

13. CARRIAGE:- All Goods are sent carriage paid within the United Kingdom of Great Britain, Northern Ireland and Eire (where orders are over the required minimum levels) but if the Company is instructed by the Buyer to send Goods by any other than its normal method of carriage the difference in cost between such mode of delivery and the Company's usual mode of delivery may be charged to the Buyer's account at the Company's discretion.

14. GENERAL:-

a) These Terms may only be varied by agreement in writing signed by an authorised executive of the Company and shall override any Terms and Conditions stated by the Buyer.

b) Goods are supplied subject to such additional Terms and Conditions as are set out in the Company's price lists and/or invoices furnished at or about the time of order or delivery of the Goods



and such terms shall of these Terms and, if override these Terms,

be deemed to be part there is a conflict, to as if included herein.

c) If any provision of a Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

16. FORBEARANCE BY THE COMPANY:- No forbearance or indulgence by the Company shown or granted to the Buyer whether in respect of these Terms or otherwise shall in any way affect or prejudice the rights of the Company against the Buyer or be regarded as a waiver of any of these Terms or preclude its exercise at any subsequent time.

17. FORCE MAJEURE:- The Company shall not be liable for failing to perform the Contract whether in whole or in part or any delay in relation thereto if the failure or delay is caused by inability to secure labour, materials or supplies, act of God, riot or civil commotion, strike, lockout, fire, flood, drought, pandemic, epidemic, act of Government or any other cause (whether or not similar in kind to all or any of the foregoing) outside the Company's control and shall have the right by notice in writing to the Buyer to rescind the Contract or to elect or impose such variation in the Contract as may in its opinion be necessary.

18. LAW:- These Terms and all other expressed terms of the Contract shall be governed and construed in accordance with the Laws of Northern Ireland and subject to the exclusive jurisdiction of the Northern Irish courts, other than factored invoices in Estonia which will be governed by Estonian Law.

19. THE COMPANY:-

a) All rights of the Company may be assigned by the Company without the further consent of the Buyer.

b) All or any obligations of the Company may be assigned without further consent of the Buyer.