

TERMS AND CONDITIONS OF SALE OF KOHD LTD.

1 DEFINITIONS

In these terms and conditions ("the Conditions") the following words and expressions shall have the following meanings:

"the Supplier" means KOHD Limited at Thorpe House, Embsay Mills, Embsay, Skipton, North Yorkshire BD23 6QF. Registered UK No. 06913841

"the Client" means the person, firm or company who buys or agrees to buy the Service from the Supplier;

"the Service" means the services to be provided by the Supplier to the Client;

"the Materials" means all design, artwork, printed material, photographs, audio, disks, electronic data, application code and any other materials produced or created by or on behalf of the Supplier in connection with the provision of the Service;

"the Contract Materials" means such of the Materials as the Supplier agrees to deliver to the Client in connection with the Service;

"the Contract" means the contract between the Supplier and the Client for the provision of the Service;

"the Price" means the price payable for the provision of the Service;

"the Order" means the order placed by the Client for the Service;

"the Quotation" means the Supplier's offer to supply the Service to the Client subject to the Conditions; and

"Writing" and "Written" means telex, cable, facsimile transmission, electronic mail and comparable means of communication.

2 OFFER AND ACCEPTANCE

2.1 If no Order is placed by the Client in response to the Quotation within twenty-eight days of the date of issue then the Quotation shall be deemed to have been withdrawn.

2.2 The Quotation is provisional and may be altered by the Supplier at any time to take account of any changes taking place between the date of the Quotation and the Supplier's acceptance of the Order in the costs of production or in the Client's specification, construction or design or in the event of the Order being for part only of the quantity referred to in the Quotation.

2.3 The Contract shall be formed by the Supplier's Written acceptance of the Order. Unless expressly varied by the Supplier in Writing the Conditions shall apply to the Contract to the exclusion of all other terms and conditions.

3 DELIVERY

3.1 Delivery of the Contract Materials shall be made in accordance with the Contract by the Supplier delivering to a place agreed by the parties or by the Client collecting the Contract Materials at any specified time agreed by the Supplier at the Supplier's designated premises. The Client shall bear all transport, storage, insurance and forwarding costs.

3.2 Any delivery date stated in the Contract is given as accurately as can be predicted, but it is deemed not to be of the essence of the Contract and the Client shall not be entitled to refuse delivery or withhold payment on account of any delay, howsoever caused.

4 PRICE AND ADDITIONAL COSTS

4.1 The Price shall be as notified by the Supplier to the Client on acceptance of the Order. Unless otherwise stated in Writing the Price includes basic packaging but excludes freight, delivery charges, insurance, VAT and other applicable taxes, duties or levies of any kind whatsoever.

4.2 If the Client shall request any additions or variations to the work to be done under the Contract and the Supplier agrees to undertake the same or if the Client agrees to any such additions or variations suggested by the Supplier then, the Price shall be adjusted in accordance with the Supplier's rates of charging from time to time prevailing to take account of such additions or variations Provided Always that under no circumstances shall the Price be reduced unless expressly agreed in Writing by the Supplier.

4.3 Without prejudice to Condition 4.2, if the Contract states that the Price is a fixed amount then this will only be binding on the Supplier provided the Client complies with all reasonable requests made by the Supplier in connection with the Contract and if the Client fails so to do the Supplier shall be entitled to charge for all additional time and expense involved as a result.

4.4 The Price is based on, amongst other things, materials, currency exchange rates and statutory obligations applying at the date of the Supplier's acceptance of the Order. If before delivery there is any increase in the cost of providing the Service then the Supplier shall be entitled to alter the Price by such amount as is reasonable to take account of these increases.

5 PAYMENT TERMS

5.1 The Client shall bring to the attention of the Supplier with any known or suspected discrepancies associated with the Price, in Writing, within seven days of receipt of invoice.

5.2 Payment in full of the Price shall be due on or before the 28th day after the date of invoice. The time of payment of the Price shall be of the essence.

5.3 If any payment becomes overdue then the Supplier shall have the right to charge interest on the outstanding amount at the rate of 3 per cent per annum above the base rate from time to time of the Supplier's bank calculated on a daily basis until payment is made. This is without prejudice to the Supplier's other rights.

5.4 The Supplier reserves the right to render invoices on account of work done in connection with the Contract on an interim basis.

5.5 The Client shall provide the Supplier with an official order in Writing (where appropriate) before the commencement of work on the Contract but failure to raise any such official order shall not prejudice the right of the Supplier to render any invoice for work done in connection with the Contract.

5.6 The Client shall not be entitled to make any deduction from any payment due to the Supplier in respect of any set-off or counter-claim unless both the validity and the amount of the set-off or counter-claim have been expressly admitted in Writing by the Supplier.

5.7 Without prejudice to any other rights, failure by the Client to pay the Price or part of the Price or any other monies payable will entitle the Supplier (at its sole discretion) to either:

5.7.1 refuse to make delivery of any further consignment of the Contract Materials; or

5.7.2 to cancel the Contract either in whole or part, by notice in Writing to the Client; and the Supplier shall not incur any liability to the Client for any loss caused by such refusal or cancellation.

6 DELAY AND CANCELLATION

6.1 Where there is any delay caused or requested by the Client to a pre-arranged schedule for the provision of the Service the Supplier reserves the right to invoice the Client for the work done and to make an additional charge for all expenses incurred either directly or indirectly as a result of such delay. If the Contract is not resumed within a reasonable period (other than in consequence of some default on the part of the Supplier) the Supplier shall be entitled to treat the Contract as having been cancelled by the Client and shall give notice to that effect to the Client.

6.2 The Supplier shall be entitled to insist as a condition of the resumption of the Contract after any delay on payment in full of all outstanding monies due to the Supplier from the Client failing which the Supplier shall be entitled to treat the Contract as having been cancelled by the Client and shall give notice to that effect to the Client.

6.3 Upon the resumption of the Contract after any delay the Supplier shall be allowed such extension of time for the supply of the Service as is fair and reasonable having regard to the period of delay and any other commitments undertaken by the Supplier in the period of delay and the Price shall be adjusted to take account of the Supplier's rates of charging prevailing at the time of such resumption and (without prejudice to any adjustments to the Price pursuant to Condition 4.2) of any new circumstances relevant to the completion of the Contract.

6.4 If the Contract shall be cancelled by the Client (other than in consequence of some default on the part of the Supplier) or be deemed to have been cancelled by the Client pursuant to Condition 6.2 or 6.3 then the Supplier reserves the right to make a charge for losses incurred either directly or indirectly or otherwise as a result of such cancellation.

7 RISK

7.1 Risk passes to the Client on delivery of the Contract Materials to the Client or to the carrier in accordance with Condition 3.1.

7.2 If Contract Materials have not been received within seven days of despatch the Client shall advise the Supplier in Writing immediately. Upon the receipt of such notice within the period specified, the Supplier will use reasonable endeavours to assist the Client to obtain proof of delivery or admission of damage or short delivery from the carrier.

7.3 Subject as hereinafter provided any property which may be delivered by or on behalf of the Client to the Supplier in connection with the carrying out of the Service will remain at the sole risk of the Client. The Supplier gives no warranty (express or implied) that any such property will be covered by any insurance maintained by the Supplier and the onus is on the Client to enquire as to whether the same will be so covered. Failure by the Client so to enquire shall absolve the Supplier from all and any liability in respect of such property. The Supplier reserves the right to re-charge to the Client the amount of any additional insurance premium which the Supplier may suffer in effecting insurance for the property in question.

8 TRANSFER OF PROPERTY

8.1 Subject to Condition 8.2, title to all the Materials shall remain with the Supplier.

8.2 Property in the Contract Materials shall remain with the Supplier until:

8.2.1 Payment in full has been made to the Supplier for all monies owing in respect of all Contract Materials delivered under the Contract; and

8.2.2 No other sums whatever shall be due from the Client to the Supplier.

8.3 Until property in the Contract Materials passes to the Client it shall hold the Contract Materials (at no cost to the Supplier) in a fiduciary capacity for the Supplier in a manner which enables them to be identified as the Contract Materials of the Supplier and the Client shall immediately return the Contract materials to the Supplier should it so request.

8.4 The Client grants the Supplier an irrevocable licence to enter at any time any vehicle or premises owned or occupied by the Client or in its possession for the purpose of repossessing and removing any Contract Materials the property in which vests in the Supplier. The Supplier shall not be responsible for and the Client will indemnify the Supplier against any liability in respect of damage caused in such repossession and removal being damage it was not reasonably practicable to avoid.

9 INTELLECTUAL PROPERTY

9.1 The Client shall indemnify the Supplier against all costs claims and damages incurred or threatened arising out of any alleged infringements of trademarks, registered designs, design right or copyright occasioned and/or any criminal proceedings arising out of the manufacture or sale of Contract Materials made to the specification or special requirements of the Client.

9.2 All the Materials (excluding the Contract Materials themselves) and the copyright therein and all other items owned by the Supplier and used in the production of the Materials shall remain the property of the Supplier and shall be returned by the Client on demand. All such information shall be treated as confidential and shall not be copied or reproduced or disclosed to any third party without prior Written consent of the Supplier.

9.3 The Supplier is the owner of all copyright and all other rights of a like nature in all the Materials (including, for the avoidance of doubt, the Contract Materials). The copyright shall remain vested in the Supplier unless and until a written assignment of that copyright is given to the Client. The Supplier reserves the right to charge an additional fee for the assignment of the copyright.

10 QUALITY CONTROL

10.1 All printing work is subject to variation tolerances which allow margins of 5 per cent for work of single colour only and 10 per cent for other work being allowed for errors or shortages (the same to be charged or deducted as appropriate).

10.2 Proofs of all work shall be submitted to the Client for approval and the Supplier shall incur no liability for any errors not corrected by the Client in proofs so submitted. Alteration and additional proofs necessitated thereby shall be subject to an additional charge on each occasion.

10.3 Whilst the Supplier will use reasonable endeavours to ensure the continued availability of the same facilities of origination (whether conventional or digital) throughout the Contract no warranty is given that such facilities will be available.

11 THIRD PARTIES

11.1 The Supplier reserves the right to sub-contract any part of the Service but in so doing the Supplier shall not be relieved of any liabilities under the Contract save as otherwise expressly provided in these Conditions.

11.2 Where the Supplier orders goods or services from a third party (other than on a sub-contracted basis) on behalf of the Client the Client shall indemnify the Supplier against all and any liability in respect thereof.

11.3 The Client hereby warrants that any employee agent or representative of the Client and any person engaged by the Client who shall represent himself as being under the control of the Client has the due authority of the Client to bind the Client in relation to any matter relating to the manner in which the Service is to be performed.

11.4 The Client shall in no way pledge the credit of the Supplier, nor shall the Client sell the Contract Materials in the name of the Supplier, nor describe nor infer that the Client is the agent of the Supplier.

12 LIMITATION OF THE LIABILITIES OF THE SUPPLIER

12.1 The Supplier will endeavour to ensure that the Contract Materials are free from defect and that all materials and workmanship have been performed to specifications but:

12.1.1 the Supplier shall not be liable for any expenditure, damage, loss (including consequential loss and loss of profit) or injury arising out of any use or dealing with any of the Contract Materials howsoever such expenditure, damages, loss or injury shall arise and whether from any defect in the Contract Materials or otherwise; and

12.1.2 the Client shall assume sole responsibility for the capacity, fitness and performance of the Contract Materials being sufficient and suitable for the purposes for which he requires the Contract Materials.

12.2 The Suppliers liability shall be strictly limited to executing any necessary revisions to or replacement of such of the Contract Materials as are defective or do not meet specification, notice of which must be received by the Supplier in Writing within seven days of receipt of the same by the Client. If such notice is not received within the stated time limit the Contract Materials shall be deemed to be free from any defect. The Supplier may at its option refund the Price applicable (if paid) or waive payment of the Price.

12.3 The Supplier shall not be liable for any loss or damage whatsoever (including consequential loss or damage or injury) in any way suffered by the Client or any person firm or company whatsoever (on the grounds of negligence or otherwise) by reason of the fact that the Supplier may have inspected, advised or approved any site, plans, data or information supplied by or on behalf of the Client and the Client shall at all times indemnify and keep the Supplier indemnified against all losses, claims, damages, charges and expenses for injury (including death) suffered by any person or loss of or damage to property belonging to any person, firm or company for which the Supplier, its sub-contractors or their respective employees may be liable or be deemed to be liable under the Contract (except where such losses, claims, damages, charges and expenses arise out of or are caused by the negligence of wilful misconduct of the Supplier, its sub-contractors or their respective employees).

12.4 If the Supplier is held to be legally liable for any breach of this Contract or shall become legally liable to the Client in any way howsoever the liability of the Supplier in respect of any or all causes of action shall in no circumstances exceed the Price.

12.5 Nothing herein shall have the effect of excluding or restricting the liability of the Supplier for death or personal injury resulting from its negligence in so far as the same is prohibited by United Kingdom statute.

13 INSOLVENCY OF CLIENT

13.1 The Client makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or

13.2 a mortgage takes possession, or a receiver is appointed, of any of the property or assets of the Client; or

13.3 the Client ceases, or threatens to cease, to carry on business; or

13.4 the Supplier reasonably apprehends that any of the events mentioned above is about to occur in relation to the Client and notifies the Client accordingly;

then, without prejudice to any other right or remedy available to the Supplier, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Client, and if the Goods have been delivered but not paid for the Price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.

14 FORCE MAJEURE

Without prejudice to Conditions 3.2, the Supplier shall be entitled to delay or cancel the Contract without incurring any liability to the Client if it is prevented from or hindered in or delayed in the performance of the Service or the supply of the Contract Materials through any circumstances beyond its reasonable control including, but not limited to, strikes, lock-outs or other industrial action, accidents, warfare, act of God, government, terrorist activities, technical problems with transportation, natural disaster, storm, flood, fire.

15 STATUTORY AND BY-LAW APPROVALS

It shall be the responsibility of the Client to obtain all necessary permissions and licences and to conform to the provisions of Acts of Parliament, export laws of the United Kingdom and to any other by-laws orders and regulations for the time being in force affecting the sale of the Contract Materials under the Contract and the Client shall pay and indemnify the Supplier against all fees payable, costs, claims and actions in connection therewith.

16 ILLEGALITY

In the event that any of these Conditions is found invalid, and/or unenforceable by any court or tribunal or competent jurisdiction, the remainder of the Conditions shall remain valid and enforceable to its terms.

17 GOVERNING LAW

The Contract shall be governed by and construed in all respects in accordance with the law of England and Wales.

I have read and agree to the above

Date

Position

on behalf of

Signed

Name please print