

STANDARD TERMS AND CONDITIONS OF SALE OF REDROK UK LTD

In these Terms and Conditions of Sale:

"Buyer" means the buyer of Goods and/or Services from the Company

"Company" means Redrok UK Ltd

"Confirmation of Order" means the written confirmation of order form submitted by the Company to the Buyer

"Contract" means the agreement between the Buyer and the Company for the supply of Goods and/or Services

"Goods" means the goods agreed to be supplied to the Buyer by the Company

"Order" means the account opening form including any applicable specification submitted by the Buyer to the Company for Goods or Services

"Services" means any services agreed to be provided to the Buyer by the Company

"Supplies" means the Goods and/or Services to be supplied under the Contract

1. BASIS OF SALE

1.1 The Company shall sell and the Buyer shall purchase the Supplies in accordance with Orders accepted by the Company subject to these Conditions which shall govern the Contract to the exclusion of any other terms and conditions subject to which any such Order is made or purported to be made by the Buyer

1.2 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Buyer and the Company

1.3 The Company's employees or agents are not authorised to make any representations concerning the Supplies unless confirmed by the Company in writing. In entering into the Contract the Buyer acknowledges that it does not rely on any such representations which are not so confirmed

1.4 Any typographical, clerical or other error or omission in any document or information issued by the Company shall be subject to correction without any liability on the part of the Company

1.5 Paragraph headings shall be ignored in interpretation

2. ORDERS AND SPECIFICATIONS

2.1 No Order shall be deemed to be accepted by the Company unless and until confirmed in writing by the Company's authorised representative

2.2 Cancellations of Orders may be made by the Buyer up to the date of despatch of the Confirmation of Order. Once the Confirmation of Order has been despatched by the Company, the Buyer shall be responsible for the full contract price

2.3 The Buyer shall be responsible to the Company for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Buyer, and for giving the Company any necessary information relating to the Supplies within a sufficient time to enable the Company to perform the Contract in accordance with its terms

2.4 The quantity, quality and description of and any specification for the Supplies shall be those set out in the Confirmation of Order, and any non-material variation in quality or colour from such description shall not result in any additional liability on the part of the Company

2.5 If the Goods are to be manufactured or any process is to be applied to the Goods or any Services are to be provided by the Company in accordance with a specification submitted by the Buyer, the Buyer shall indemnify the Company against all loss, damages, costs and expenses awarded against or incurred by the Company in connection with or paid or agreed to be paid by the Company in settlement of any claim for infringement of any patent, copyright, design, trade mark or other intellectual property rights of any other person which results from the Company's use of the Buyer's specification

2.6 The Company reserves the right to make any changes in the specification of the Supplies which are required to conform with any applicable legal requirements or, where the Supplies are to be supplied to the Company's specification, which do not materially affect their quality or performance. If any variation in the Supplies or the Contract terms is agreed or is required for compliance with any applicable law, regulation or safety recommendation, the Buyer shall pay such additional amount as is fair and reasonable and the Company shall have reasonable additional time to perform the Contract

2.7 No Order which has been accepted by the Company may be cancelled by the Buyer except with the agreement in writing of the Company and on terms that the Buyer shall indemnify the Company in full against all loss (including loss of profit), costs (including the cost of all labour and materials used or appropriated to the Contract), damages, charges and expenses incurred by the Company as a result of cancellation

3. PRICE OF THE GOODS AND SERVICES

3.1 The price of the Supplies shall be that stated in the Company's Confirmation of Order which is exclusive of Value Added Tax and any other sales tax or excise duties. The Company reserves the right to make an additional charge for packaging, carriage, insurance and other such items as are not listed on the Order

3.2 The Company reserves the right prior to delivery or final performance to increase the price of Supplies to reflect any increase in labour or material costs or other costs of production, any foreign exchange fluctuation, currency regulation, alteration of duties or any change in delivery dates, quantities or specifications for the Supplies which is requested by the Buyer, or any delay caused by any instructions of the Buyer or failure of the Buyer to give the Company adequate information or instructions or to perform its obligations for the Supplies

4. TERMS OF PAYMENT

4.1 Unless otherwise stated in the Order, or otherwise agreed in writing between the Buyer and the Company, payment shall be made in the case of account customers in sterling in cleared funds within 30 days of invoice, and in the case of new customers on delivery of the Supplies, and in any event without any withholding, deduction, set-off, counterclaim or cross demand

4.2 The time of payment of the price shall be of the essence of the Contract.

4.3 If the Buyer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the Company, the Company shall be entitled to:

4.3.1 cancel the Contract in whole or in part or suspend any further deliveries to the Buyer or other performance;

4.3.2 appropriate any payment made by the Buyer to such of the Goods or Services (or the goods or services supplied under any other contract between the Buyer and the Company) as the Company may think fit (notwithstanding any purported appropriation by the Buyer); and

4.3.3 charge the Buyer interest (both before and after any judgment) on the amount unpaid, at the rate four percentage points above Bank of England base rate from time to time or at such rate as is the maximum permissible by statute until payment in full is made

5. DELIVERY

5.1 The Company shall effect delivery by despatching the Goods from its premises in accordance with the Confirmation of Order

5.2 Delivery times are approximate and shall not be of the essence. The Goods may be delivered by the Company in advance of the quoted delivery date upon giving reasonable notice to the Buyer. Should expedited delivery be agreed an additional charge may be made

5.3 If the Buyer fails to take delivery or to give adequate delivery instructions then, without prejudice to its other rights and at the Buyer's expense, the Company may store and/or dispose of the Goods or any goods the subject of any Services performed by the Company. Any shortfall in disposal proceeds below the Contract price shall be paid by the Buyer to the Seller

5.4 The Company may deliver the quantity of Goods contracted for within a range of plus or minus 5% without thereby being in breach, subject to an appropriate price adjustment being made

5.5 The Company may deliver in instalments constituting separate Contracts and delay in delivery or termination of any instalment will not entitle the Buyer to terminate the Contract as a whole, nor permit the set off of any payments in respect of one delivery against any claim in respect of any other delivery. Where Goods are delivered in instalments the Company may issue separate invoices

6. INSPECTION AND ACCEPTANCE

6.1 Within 3 days of delivery of the Goods and/or completion of the Services the Buyer shall inspect and test the same and immediately give notice to the Company of any damage or non-conformity with the Contract. In the absence of such notice, the Supplies shall be deemed to comply with the terms of the Contract and the Buyer bound to accept them

6.2 The Buyer will indemnify the Company against any loss which it suffers because any notification pursuant to sub-clause 6.1 is received too late to enable it to claim against carriers or insurers in respect of such damage or loss in transit

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Buyer upon the Company first despatching the Goods from its premises for delivery in accordance with the Confirmation of Order

7.2 All other material or goods, including but not limited to items referred to in clause 13.4, in the possession of the Company or otherwise, shall be held, worked on and carried at the Buyer's risk in every respect and the Buyer is advised to retain duplicates or copies of any master artwork films tapes discs and other materials provided to the Company

7.3 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of the Contract, title to and ownership of the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full of the price of the Goods

7.4 If at the date that payment in full for the Goods is made any other monies then due for payment by the Buyer to the Company on any account have not been paid, title to the Goods shall not in any event pass to the Buyer until the Company has received in cash or cleared funds payment in full of the monies overdue

7.5 Until such time as property in the Goods passes to the Buyer, the Buyer shall:

7.5.1 hold the Goods as the Company's fiduciary agent and bailee;

7.5.2 keep the Goods separate from those belonging to the Buyer and third parties and properly stored, insured and identified as the Company's property; and

7.5.3 the Company shall have a lien over any assets in its possession or control owned by the Buyer or any third party

8. EXCLUSION OF LIABILITY

8.1 The Buyer shall not rely upon any representation concerning the Supplies unless made by the Company in the Contract documents save that liability for fraudulent misrepresentation of either party is not excluded

8.2 If the Company fails to provide the Supplies in compliance with the Contract or they are proven defective by reason of the Company's default, its liability shall be limited to their repair or replacement or if this is not possible to refunding any monies paid in respect of the faulty Goods and/or Services. Without limiting the foregoing the Company shall not be

liable for any lost or anticipated profits or savings or any special incidental or consequential losses or damages (including without limitation loss of value of any Goods packaged by the Company on behalf of the Buyer, loss of data, loss of use, loss of revenue, profit or goodwill, business interruption, management costs or third party liability)

8.3 Liability for death or personal injury caused by the negligence of the Company, its servants, or agents is not hereby purported to be excluded

8.4 No statutory or other warranty, condition or representation of any kind whatsoever (including without limitation any relating to satisfactory quality, suitability or fitness for any purpose of the Buyer, washing stability or colour fastness) is given or to be implied. The only warranties, conditions or representations made are those expressly stated to be such and contained within the Contract documents

8.5 The Buyer confirms that he is not a consumer within the meaning of section 3 of the Sale of Goods and Supply of Services Act, 1980, or Article 2 of the European Communities (Unfair Terms in Consumer Contracts) Regulations, 1995 or any analogous legislation of any jurisdiction

9. TERMINATION OF CONTRACT

9.1 The Company shall be entitled to terminate the Contract forthwith by notice in writing to the Buyer if:

9.1.1 the Buyer fails to pay to the Company any sum when due; or

9.1.2 the Buyer fails to remedy any breach or non-performance within fourteen days of notice from the Company so to do; or

9.1.3 the Buyer is, or is deemed to be insolvent or steps are taken to:

(a) propose any composition, scheme or arrangement involving the Buyer and its creditors;

(b) obtain an administration order or appoint any receiver or manager of the Buyer or any of its property or otherwise enforce any security over the Buyer's property, or repossess its assets or appoint an examiner to the Buyer; or

(c) file a petition in bankruptcy or to wind up or dissolve the Buyer, or sequestrate its estate or outside Ireland anything corresponding to any of the above occurs

9.2 If the Contract is terminated, the Company (without prejudice to its other rights but subject to any relevant mandatory laws) may do any of the following:

9.2.1 declare immediately payable (and so interest-bearing under clause 4) any sums owed by the Buyer, proceed against the Buyer for the same and/or damages, and appropriate any payment by the Buyer as the Company thinks fit (notwithstanding any purported appropriation by the Buyer);

9.2.2 suspend further performance of any Contract and/or any credit granted to the Buyer on any account (and the time for delivery by the Company shall be extended by the period of such suspension);

9.2.3 take possession of and deal with (including the sale of) any materials and other assets of the Buyer held by or on behalf of the Company and apply any proceeds of sale in payment of any sums owing under or damages arising in connection with any Contract including any interest and costs arising thereon. Without limitation to the generality of the foregoing the Company may retain any original or copy artwork and other materials of the Buyer and produce duplicates of and from the same (whether in whole or in part) for resale at such price as the Company shall in its discretion determine and in such quantities so as to realise sufficient funds to compensate the Company for all loss and damage suffered by it (including interest and costs thereon) by reason of the Buyer's breach. The Buyer hereby grants the Company an irrevocable non-exclusive royalty-free licence to copy use produce sell and distribute such works and materials and shall indemnify the Company against any claim loss damage cost or expense suffered by it as a result of any such actions being in breach of the Buyer's or a third party's rights or entitlements

10. LICENCES AND COPYRIGHT CLEARANCES

10.1 The Buyer shall obtain in writing in good time and hereby warrants that it has so obtained any and all necessary licences, permits, consents or approvals for the import/export, copying, use, production, reproduction, distribution or sale of the Goods or the provision of the Services (including without limitation all necessary copyright, design right, registered design, trade mark, patents and other applicable intellectual property right consents, clearances, licences or approvals and any necessary waivers of moral rights) and will indemnify the Company and keep it fully and effectively indemnified on demand against any cost, claim, liability or expense the Company incurs as a result of any failure or delay so to do

10.2 The Company may at any time refuse to produce any Goods or provide any Services which it considers may be illegal or might infringe any third party's rights or create any criminal or civil liability or otherwise bring the Company into disrepute in the minds of right thinking people

10.3 If any claim is made or action brought against the Company concerning the Supplies (and whether settled, litigated, discontinued or otherwise dealt with by the Company) and the Company thereby incurs any cost, loss, liability or penalty of any kind the Buyer shall upon demand pay to the Company on a full indemnity basis the full amount of such cost, loss, liability, expense or penalty without enquiry, deduction, withholding, set-off, counterclaim or cross demand

10.4 The Buyer agrees that the Company may include the Supplies, the Contract and the Buyer's name and marks in its promotional material

11. INTELLECTUAL PROPERTY AND CONFIDENTIALITY

11.1 The Company retains ownership of all of its original inventions, designs, copyrights and processes relevant to the Supplies. Copyright exists in all documents, designs, programs, or other material issued by or on behalf of the Company, which the Buyer shall keep confidential and not disclose or use the same (other than for the particular purpose for which it was disclosed) for his or another's benefit without the Company's prior written consent

11.2 All sketches, samples, designs of any kind, and other materials created or acquired for the performance of a Contract shall remain the exclusive property of the Company including any items subject to an extra charge. The Company shall not be obliged to preserve any of the same unless expressly agreed in the Company's Confirmation of Order and the cost of storage of which shall be an extra charge unless otherwise stated in such Confirmation of Order to be included within the price

11.3 No warranty that the Goods do not infringe the patent rights or other rights of any third party is given or is to be implied. Where the Goods are manufactured to the Buyer's design or according to the Buyer's instructions the Buyer shall indemnify the Company in respect of all claims, damages, costs and expenses in respect of any alleged infringement and on discovery of such infringement, the Company shall be at liberty to terminate the contract with the consequences set out under clause 9 above

12. BUYER'S MATERIALS AND OTHER ITEMS

12.1 The Company may reject any materials and other items supplied or specified by the Buyer but acceptance of them shall not constitute a warranty that they are suitable or comply with the Contract

12.2 The Company shall not be liable for any defect, wastage or other loss whatsoever arising from such materials, or other items, which shall be held and used at the Buyer's risk. Quantities of materials or other items supplied by the Buyer shall allow for normal spoilage.

12.3 The Company shall not be responsible for any loss, damage, cost or expense arising from, or from any mistake, defect or inaccuracy in, any artwork or other materials or items specified or supplied by the Buyer. Any loss, damage, cost or expense arising therefrom or from the Company's reproduction of such mistakes, defects or inaccuracies shall be for the sole account of the Buyer who shall indemnify the Company accordingly

12.4.1 The Company's liability for artwork and other materials or items specified or provided to the Company by or otherwise held by the Company on behalf of the Buyer shall be limited to the basic raw material cost of the media and not any production, artistic, aesthetic or rarity cost or value in the material

12.4.2 Any materials and other items of the Buyer held by the Company may be dealt with by the Company in the manner and circumstances provided for under clause 9.2.3 above

12.5 Prior to their delivery to the Company the Buyer shall notify the Company of the nature of any materials or other items to be held by the Company on the Buyer's behalf, shall provide adequate warnings and instructions where such materials or goods are or may be hazardous to safety and shall ensure that they comply with any requirements or descriptions in the Contract or Contract documents

12.6 The Buyer shall indemnify the Company for any loss, damage or claim which arises from or relates to such materials or goods whilst in the Company's possession and which could not have been prevented by the Company acting in accordance with the Buyer's reasonable written instructions and which was not caused by the negligence or wilful default of the Company or its employees

13. PROOFS

The Company may submit proofs for the Buyer's approval and shall not be liable for any error not corrected by the Buyer. The Buyer's corrections (including alterations in style, composition and layout) and the cost of additional proofs in relation thereto shall be an extra charge

14. SAMPLES AND DESCRIPTIONS

14.1 Every effort will be made to see that the Supplies comply substantially with any samples previously supplied but the Company shall not be liable if they do not comply save in circumstances where there is a material non-compliance but subject always to the provisions of clause 8 of these Conditions

14.2 Any description of the goods sold is given by way of identification only and shall not constitute a contract of sale by description, nor shall the production or exhibition of a sample prior to the placing of an order be taken to constitute a sale by sample

15. FORCE MAJEURE

The Company shall not be liable for any failure to perform any or all of its obligations under a Contract by reason of any fire, flood or other Act of God, armed conflict, civil unrest, industrial action, equipment or supply difficulties or failure, order of public authority, or any cause whatsoever beyond its control. In such circumstances the Company may terminate the Contract whereupon the Buyer shall pay a sum equal to the costs to the Company to date of performing the Contract and the Company's liability shall be limited to repayment of any sums paid for undelivered Goods or unperformed Services, less such costs

16. WAIVERS

The Company's rights shall not be prejudiced by any indulgence, forbearance or previous waiver extended to the Buyer

17. ASSIGNMENT

The Buyer shall not assign, charge, or otherwise dispose of any Contract or any of its rights thereunder without the Company's prior written consent

18. NOTICES AND COMMUNICATIONS

All notices or other communications under a Contract shall be in writing in English addressed to the addressee's registered office or address stated in the Order (or other address notified to the other party) and shall be sent by hand (and thereby be deemed served when properly left at such address) or by ordinary pre-paid post (and thereby be deemed served 72 hours after posting)

19. APPLICABLE LAW

The Contract shall be governed and construed in accordance with English law and the Buyer irrevocably submits to the exclusive jurisdiction of the courts of England provided that (and without prejudice thereto) the Company shall be entitled to apply for any provision of conservatory measures or interim relief in any other court having jurisdiction