

PRINTLABEL BV TERMS AND CONDITIONS OF SALE

1. ORDERS, DESCRIPTION, PRICE AND PAYMENT

1.1 All Orders made by the Buyer must clearly state the exact description and quantity of the Goods required and must state an Order number which will be set out in the Sales Acknowledgment. The description of the Goods shall be as set out overleaf.

1.2 Each Order shall be deemed to be an offer by the Buyer to purchase Goods subject to these Conditions and shall only be deemed accepted by the Company upon the issue of a written Sales Acknowledgement by the Company..

1.3 Any Order accepted by the Company may only be cancelled by the Buyer with the prior written consent of the Company and on terms that the Company shall deduct from any deposit paid by the Buyer all losses, costs, damages, charges and expenses incurred directly or indirectly by the Company as a result of such cancellation (the "Losses") and shall refund the balance (if any) to the Buyer. Where the Losses exceed the amount of the deposit paid to the Company (or where no deposit has been made), the Buyer shall indemnify the Company against all such Losses which shall be payable on demand.

1.4 The price of the Goods shall be the price specified in the Company's Sales Acknowledgement and in the Company's invoice in respect of the Goods and shall be exclusive of VAT and any other taxes, costs of delivery, carriage, package and insurance all of which shall be payable in addition to the price.

1.5 The Buyer shall pay the purchase price within 30 days of receipt of the Company's invoice. No payment shall be deemed to have been received until the Company has received cleared funds. The Company reserves the right, in its sole discretion, to amend the terms of or withdraw any credit facility at any time without notice with immediate effect whereupon all monies due shall become immediately payable.

1.6 The Company may invoice the Buyer for the balance due in respect of the Goods at any time after delivery of the Goods. Goods delivered in instalments may be invoiced on delivery of each instalment. If delivery of the Goods is postponed or delayed, the Company shall be entitled to invoice the Buyer at any time after the Goods are ready for delivery.

1.7 The Buyer shall make payment in full, in cleared funds, without any deduction, set off, discount or abatement on any grounds. All payments are to be made in Euro's unless otherwise agreed between the parties. Where the Buyer is outside of the Netherlands, the Company may insist upon special payment methods such as documentary credits or other collection arrangements. The Company may appropriate any payment made by the Buyer to any outstanding invoice. The Company shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from the Company.

1.8 Time for payment shall be of the essence. The Company reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998. The Buyer shall indemnify the Company against all expenses and legal costs incurred by the Company in recovering overdue amounts

2. DELIVERY

2.1 The time of delivery of the Goods shall not be of the essence. The Buyer shall have no right to cancel any Order as a result of any delay in delivery of the Goods.

2.2 Delivery shall be deemed to take place 'Ex Works' (as defined in INCOTERMS 2000) except where agreed otherwise by the Company, in which case delivery shall take place as specified in the Sales Acknowledgement. Section 32(2) of the Sale of Goods Act 1979 shall not apply. Where Goods are to be collected, the Company shall notify the Buyer of the time, date and place for collection, and the Buyer shall collect the Goods within 7 days of the date specified in such notification.

2.3 The Company may deliver the Goods in instalments. Deliveries of further instalments may be withheld until the Goods comprised in earlier instalments have been paid for in full. Default by the Company in respect of one or more instalments shall not entitle the Buyer

to terminate the relevant Contract as a whole.

2.4 If the Buyer fails for any reason to take delivery of the Goods 'Ex Works' or in accordance with the agreed delivery plan, or the Company is unable to deliver the Goods because the Buyer has failed to provide clear or sufficient delivery instructions then risk in the Goods shall be deemed to have passed to the Buyer, delivery of the Goods shall be deemed to have taken place, and the Company may store or arrange for storage of the Goods and charge the Buyer for all costs and expenses (including insurance) of so doing, and may sell the Goods after 28 days after any failure to take delivery and deduct any monies payable to the Company by the Buyer from the sale proceeds and account to the Buyer for any excess or charge the Buyer for any shortfall below the sums owing to the Company

2.5 The Buyer must obtain at his own risk and expense any export or import licence or other official authorization and carry out, where applicable, all customs formalities for the export of the Goods whether or not the goods are to be shipped by the Seller.

2.6 The Company shall not be liable for any non-delivery of Goods (even if caused by the Company's negligence) unless written notice is given to the Company within 2 days of the date when the Goods would in the ordinary course of events have been received.

3. RISK AND TITLE

3.1 Risk shall pass to the Buyer on delivery. Title to the Goods shall not pass to the Buyer until the Company has received in cash or cleared funds payment in full in respect of all monies owing by the Buyer to the Company under all Contracts between the Buyer and the Company.

3.2 Until title to the Goods passes, the Buyer shall hold the Goods on a fiduciary basis as the Company's bailee. The Buyer shall be entitled to re-sell the Goods at market value in the ordinary course of business but shall account to the Company for the proceeds of sale, and shall keep such proceeds separate from any other monies; and the Buyer shall keep the Goods separately stored from its other goods and identified as the property of the Company and shall not destroy or deface any identifying marks on the Goods or their packaging and shall keep the Goods fully insured against all risks, and shall account to the Company for the proceeds of any insurance claim, and shall keep such proceeds separate from any other monies; and the Company shall be entitled to demand the immediate return of the Goods, and shall be permitted to enter the Buyer's premises to remove the Goods; and the Buyer shall not pledge or charge any of the Goods, and if it does so, all monies owing by the Buyer to the Company shall forthwith become due and payable.

4. QUALITY

4.1 The Company warrants that upon delivery and for a period of 12 months from the date of delivery, the Goods will be of satisfactory quality within the meaning of the Sale of Goods Act 1994 and reasonably fit for their common purpose save where: any defect arises from wear and tear, willful damage, negligence, failure to follow the Company's instructions as to storage or maintenance, misuse or any attempted repair or alteration of the Goods without the Company's approval; or the price for the Goods has not been paid on the due date for payment; or the Goods have been designated as "seconds" by the Company

4.2 If any of the Goods do not conform with warranty in clause 4.1, the Company shall at its option repair or replace such goods or refund the price of such Goods at the pro rata Contract rate provided that if the Company so requests, the Buyer shall at the Company's expense return the Goods or part of such Goods which is defective, to the Company.

5. LIABILITY

5.1 The following provisions set out the entire financial liability of the Company (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of any breach of these Conditions and any representation, statement, tortious act or omission including negligence arising under or in connection with this Contract.

5.3 All warranties, conditions or other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are to the fullest extent permitted by law, excluded from this Contract.

5.4 Nothing in this Clause shall operate to exclude or limit the Company's liability in respect of death or personal injury caused by the Company's negligence, any liability for fraudulent misrepresentation or any other liability which cannot by law be excluded

5.5 Subject to clauses 5.3 and 5.4, the Company's total liability in contract, tort (including negligence or breach of statutory duty) misrepresentation, restitution or otherwise arising in connection with this Contract shall be limited to the total payments (excluding VAT) received or to be received by the Company from the Buyer in respect of the Goods which are the subject of the relevant Order.

5.6 The Company shall not be liable to the Buyer for any indirect or consequential loss or damage (whether for loss of profit, loss of business, depletion of goodwill or otherwise), costs, expenses, third party claims or other claims for consequential compensation (howsoever caused) which arise out of or in connection with this Contract.

6. INTELLECTUAL PROPERTY

6.1 The Buyer shall not alter, remove or tamper with any trade marks used in relation to the Goods. The Buyer shall be permitted to advertise using the trademarks of the Company provided it has obtained the Company's consent to do so. Such consent is at the absolute discretion of the Company and may be removed or withdrawn by the Company at any time whereupon the Buyer shall immediately on request by the Company alter any Internet advertising, sales literature and destroy all copies of the catalogues or sales literature held by it that display the Company's trademarks.

6.2 The Buyer acknowledges the use by it of any of the Company's trademarks, trade names and/or service mark confers no ownership or rights in the said marks and trade names. The Buyer shall not, under any circumstances, acquire any right in or to any of the intellectual property rights of the Company, including without limitation, inventions, patents, utility models, design rights, copyright, know how, trade secrets, confidential information, trade marks, service marks, trade names and goodwill, descriptions and technical information.

7. FORCE MAJEURE

7.1 If the Company is prevented or delayed from carrying out its obligations under any Contract as a result of any accidents, acts, causes, events or omissions beyond its control then the Company shall be relieved of its obligations and liabilities under any Contract for as long as such fulfilment is prevented.

8. TERMINATION

8.1 Without prejudice to its other rights the Company may immediately terminate any Contract with the Buyer for the supply of any Goods and demand repayment of all monies due from the Buyer, re-sell the Goods, or withhold or cancel any further deliveries of the Goods if any of the following occurs or is likely to occur: the Buyer is in breach of its obligations under any Contract with the Company; or the Buyer has a bankruptcy order made against him or makes an arrangement or composition with his creditors or (being a body corporate) convenes a meeting of creditors or enters into liquidation or has a receiver and/or manager appointed of its undertaking or any part thereof or a resolution is passed or petition presented to any court for the winding up of the Buyer; or the Buyer suffers or allows any execution, whether legal or equitable, to be levied on his/its property or is unable to pay its debts within the meaning of s 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or the Buyer encumbers or in any way charges any of the Goods.

8.2 Without prejudice to its other rights the Company may terminate any Contract or Order with the Buyer upon no more than 30 days' notice to the Buyer in the event of the Company being unable to obtain raw materials for the creation of the Goods or the Company's suppliers being unable to complete the Goods, and in either case the Company shall have no further liability to the Buyer.

9. GENERAL

9.1 Any waiver by the Company in exercise of its rights shall not restrict it from exercising any such rights at a subsequent date.

9.2 If any provision of this Contract is found by any court or tribunal to be wholly or partially

illegal, invalid, void, voidable, unenforceable or unreasonable it shall to be deemed severed and the remaining provisions of the Contract shall continue in full force and effect.

9.2 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Contract.

9.3 The Buyer shall not assign or sub-contract any of its rights or obligations under this Contract without the prior written consent of the Company. The Company may assign or sub-contract its rights and obligations under this Contract.

9.4 This Contract shall be governed by the laws of the Netherlands. The parties agree to submit to the exclusive jurisdiction of the Courts of the Netherlands, save that the Company may apply for injunctive or any other relief in any other jurisdiction.