

CONDITIONS OF SALE

The following conditions of sale shall govern this transaction except as otherwise specifically agreed in writing by Smurfit Kappa Zedek Display & Packaging Ltd. hereinafter referred to as the seller.

1. QUOTATIONS:

Quotations are subject to confirmation on receipt of order.

2. VALUE ADDED TAX:

The seller shall be entitled to charge the amount of any value added tax payable whether or not included on the quotation or invoice.

3. TERMS:

- (a) Net cash 30 days following delivery, but if delivery has not yet taken place (for whatever reason) then within six months from date of customer's order being by the seller or as may be provided in Clause 4.
- (b) In the case of contracts involving more than one delivery, if default is made in payment on due date for any one delivery, the seller at his option shall be entitled to treat the contract as repudiated by the buyer and to claim damages accordingly.
- (c) An order once placed cannot be cancelled except by mutual agreement and then only on terms which would fully indemnify the seller.
- (d) If payment of the price or any part of instalment thereof is not made on the due date the seller shall be entitled to charge interest on the outstanding amount at the rate of 2.5% per calendar month and any other costs incurred in relation to the recovery of any sums outstanding shall be for the buyer's account.
- (e) No deduction shall be made by the buyer in respect of any set-off or counter claim howsoever arising.

4. DELIVERY AND PAYMENT:

- (a) Delivery of work shall be accepted when tendered and in any event within two months from completion of the work or within three months of customer's orders being confirmed by the seller whichever is the sooner, and thereupon or on notification that the work has been completed payment shall become due.
- (b) Where contracts provide for deferred deliveries such deliveries shall be accepted as specified in the contract (or as soon thereafter as ready) provided that all deliveries shall be accepted within five months from the date specified for the first delivery and in any event within six months from the date of order. In the event of failure to accept any delivery, the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) and storage costs charged to customer's account, the goods being held at customer's risk.
- (c) Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall not vitiate the contracts as to the remaining deliveries.
- (d) While every effort will be made by the seller to effect delivery in accordance with any prearranged dates, no guarantee as to dates of delivery by the seller is to be implied and the seller will not accept liability for any loss or damage occasioned by any delay in delivery, however caused.
- (e) Should expedited delivery be agreed and necessitate overtime or other additional costs, an additional charge may be made.
- (f) Should work be suspended at the request of or delayed through any fault of the customer for a period of thirty days the seller shall then be entitled to payment for work already carried out and materials specially ordered.

5. PRELIMINARY WORK:

Work carried out, whether experimentally or otherwise, at customer's request will be charged.

6. QUANTITY VARIATIONS:

A shortage or surplus, charged pro rata, not exceeding ten percent will be considered due on the execution of any order.

7. STANDING MATTER:

- (a) Metal, Film, Glass and other materials used by the seller in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain its exclusive property.
- (b) 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 latter event, storage may be charged.

8. CUSTOMERS REQUIREMENTS, PRINTING AND CONSTRUCTION:

Alterations from original copy on and after first proof including alterations in style or construction will be charged extra. Proofs of all work may be submitted for customer's approval and no responsibility will be accepted for any errors in proofs which may be passed by him. The customer shall be solely responsible for any matter which the seller prints on the goods, on the instructions or at the request of the customer, for any design or construction which the seller executes on the instructions or at the request of the customer, whether the same shall have been supplied by the seller or by the customer and solely responsible for any claim or proceedings made or brought by a third party arising therefrom.

9. CLAIMS:

Complaints or claims will only be entertained if lodged by the buyer within eight days of receipt of goods. The return of the goods will not be accepted unless the seller or his representatives shall first have had the opportunity of examining same.

10. RESERVATION OF TITLE:

- (a) Risk in respect of goods shall pass to the customer on delivery at the customer's premises.
- (b) The ownership of the goods shall remain vested with the seller which reserves the right to dispose of the goods until payment has been made in full for the goods. If such payment is overdue in whole or in part the seller may recover or re-sell the goods or any of it and may enter the customer's premises during working hours for that purpose. Any such payment due in respect of the goods shall become due immediately upon the commencement of any act or proceedings in which the customer's insolvency is involved. The customer shall be required upon request being made by the seller to mark, set aside, distinguish or otherwise appropriate the goods as belonging to the seller.
- (c) The customer shall not be entitled to mix the goods with other goods or to sell and deliver the goods to a third party unless payment has been made in full in respect of those goods to the seller unless the express written consent of the seller has been given to the customer.
- (d) In the event of the seller giving its written consent to the customer for the customer to mix, sell or deliver the goods as aforesaid then the customer shall in the case of mixing the goods hold on trust for sale the mixed goods for the benefit of the seller but only to the extent of the seller's invoice value of the seller's goods in the mixed goods or in the case of a sale or delivery to a third party of the goods value of the seller's goods. For the purpose of this sub-clause mixing shall include the packaging, printing or similar process to which the goods may be subjected to. The customer so requested by the seller shall execute all documents and do all things which may be necessary to secure protection of the seller's rights under this sub-clause as against third parties.
- (e) Where the customer has made one or more part payments in respect of debts due to the seller and has not specified in respect of which payments relate to what contract, it shall be presumed that the payments relate to earlier contracts upon which settlement has not been fully made.
- (f) The sub-clauses in this clause shall be construed independently of one another and the validity or otherwise of one such sub-clause shall not prejudice the provisions of any other sub-clause.

11. LIMITATION OF SELLER'S LIABILITY:

Any express or implied statement, condition or warranty, statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith; and no responsibility is accepted by the seller for any damage or loss arising directly or indirectly out of goods supplied or for any damage or loss arising by reason of any failure of the goods to comply with the specification or with statutory requirements. In any event the liability of the seller hereunder shall be limited to the value of the goods supplied under the contract and which are determined to be defective goods.

12. COST VARIATION:

Prices are subject to revision in the event of any increase in costs incurred by the seller between the date of confirmation of order and the date of delivery to the buyer.

13. CUSTOMERS PROPERTY:

Customer's property, including artwork, samples and films, when supplied will be held at customer's risk. Every care will be taken to secure the best results where materials are supplied by customers but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied. Additional cost incurred if materials are found to be unsuitable during production may be charged. Quantities of materials supplied shall be adequate to cover normal spoilage.

14. MATERIAL:

- (a) Whilst every endeavour will be made to supply material in accordance with the quality of samples submitted or quoted for, this cannot be guaranteed.
- (b) Any artwork, construction or design originating from the seller shall remain the copyright property of the seller.

15. FORCE MAJEURE:

Every effort will be made to carry out the contract but its due performance is subject to cancellation by the seller of the such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lock-out or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the seller's control.

16. GENERAL LIEN:

Without prejudice to other remedies, the seller shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of fourteen days notice to dispose of such goods or property as he thinks fit and to apply any proceeds toward such debts.

17. ILLEGAL MATTER:

- (a) The seller shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature.
- (b) The seller shall be indemnified by the customer in respect of any claims, costs or expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright, patent or design.

18. LAW:

These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.