

THE EDGE (SYSTEMS) LIMITED (THE EDGE) TERMS AND CONDITIONS OF SALE.

- (1) **COMMENCEMENT OF AGREEMENT**
This agreement shall commence on the date the order is signed by both parties or on delivery of all or part of the products to the customer, whichever is earlier.
- (2) **AMENDMENTS TO SPECIFICATION**
Where the customer amends the specification and such amendment is accepted by The Edge then The Edge may revise the total price and delivery dates of the products to reflect such amendments.
- (3) **SUPPLY AND QUANTITY**
 - 3(i) The Edge will use all reasonable endeavours to supply and the customer agrees to take and pay for the products.
 - 3(ii) The Edge may vary the quantity of the products by up to ten per cent for overruns or shortages and the charges will be adjusted proportionally.
- (4) **PASSING OF PROPERTY AND RISK**
 - 4(i) The risk in the Products supplied by The Edge shall pass to the customer as soon as they are delivered by The Edge to the place of delivery.
 - 4(ii) The Edge will remain the sole and absolute owner of the Products until payment of the price has been made in full. Until receipt by The Edge of such payment the customer will hold the Products for The Edge as fiduciary bailee and will store them upon its premises separately from its own products or those of any other person and in a manner which makes them readily identifiable as the products of The Edge.
 - 4(iii) When payment for the Products is overdue or the customer suffers distress or execution to be levied against its effects, makes an arrangement or composition with creditors or, being a corporate body, enters into liquidation or has an administrator or a receiver appointed for the whole or any part of its undertaking or, being an individual has a receiving order and bankruptcy made against him then -
 - a) if the customer remains in possession of the Products, whether or not the customer has sold them, The Edge shall be entitled to recover the Products from the customer; or
 - b) if the customer has parted with possession with the Product by way of sale having sold them as fiduciary bailee shall hold in trust so much in the proceeds of sale of the Products as represent the customer's liability to The Edge in respect of them.
 - 4(iv) If any of the Products are processed into other goods before payment in full for the Products has been received by The Edge, the Customer shall hold the Products and such other goods on trust for The Edge until such payment is made and the customer shall hold in trust for The Edge so much of the proceeds of sale of the Products and such other goods and any rights arising from sale as are equivalent to the unpaid price.
 - 4(v) The Edge may for the purpose of recovery of its Products enter upon any premises where they are stored or where they are reasonably thought to be stored and may repossess the same.
- (5) **CHARGES**
 - 5(i) Charges for the products are exclusive of VAT and all other taxes, duties, storage and delivery charges which are payable in addition by the customer.
 - 5(ii) The Customer recognises his responsibility to read and check each proof for accuracy and accepts that he will be charged for errors in proofs submitted to, and not corrected by the Customer.
 - 5(iii) All work, including second and subsequent proofs performed at the request of the Customer may be charged at current standard rates.
 - 5(iv) The Edge may charge extra in addition for the cost of any necessary artwork or special typesets.
- (6) **PAYMENT**
 - 6(i) Except where a credit account has been opened for the customer by The Edge, payment shall be made in advance against a pro-forma invoice.
 - 6(ii) Credit account invoices are due for payment within thirty days of date of invoice. All invoices are strictly net.
 - 6(iii) Payment of credit account invoices by their due date is a condition precedent to the fulfilment of The Edge's further obligations under the Contract in respect of which such default has been made or any other Contract then subsisting between The Edge and the customer.
 - 6(iv) The Edge shall have the right to charge interest at the rate of 3% per annum above Barclays Bank PLC Base Rate as amended from time to time and will be charged on a daily basis on overdue accounts calculated from the date payment is due until the receipt of the payment at The Edge's offices.
- (7) **COPYRIGHT, DESIGN AND STANDING MATERIALS**
 - 7(i) All designs, drawings, compositions, and materials including metal, film, glass type, plates, moulds, stereotypes, electrotypes, film setting, negatives, positives, lithographic and other work carried out or used in the preparation or production of the Products shall be and remain the exclusive property of The Edge.
 - 7(ii) The Edge may erase or destroy all drafts, proofs and/ or other materials or work referred to in 7(i) as soon as the products have been manufactured unless agreed otherwise in writing.
- (8) **FORCE MAJEURE**
Neither party shall have any liability to the other for any failure or delay in performing its obligations due to any circumstances wholly or partly beyond its control. Such circumstances shall include, but not be limited to fire, flood, power failure, mechanical failure, lack or shortage of materials or strike, lockout or any other industrial action.
- (9) **DEFECTS AND DAMAGES**
 - 9(i) The Customer agrees to notify The Edge if any damage to the Products within three working days of delivery, and to give written confirmation within seven working days of delivery. In the absence of such notification The Edge shall have no liability for any damage to the Products.
 - 9(ii) The Edge shall use all reasonable endeavours to correct or replace any material defect in the Products which have been notified to The Edge within fourteen days of delivery. "Defect" means non-compliance with the description or specification of the Products or with printing trade standards.
 - 9(iii) The Edge normally issues invoices within seven days of delivery of the Products. The Customer agrees to notify The Edge of any non-delivery of the products within twenty-eight days of the date of despatch shown on the relevant invoice and to pay for such Products in the absence of such notification.
 - 9(iv) Other than as set out in 9(ii) The Edge shall have no other obligation or liability to repair or replace defective products.
 - 9(v) The Edge shall not be liable to the Customer for any losses, including loss of interest, revenue or goodwill, or any payments due to a third party in excess of the cost of replacing defective Products whether arising from defects in the Products or from late delivery or non-delivery of the Products.
 - 9(vi) The total liability of The Edge under this Agreement from any cause whatsoever except for personal injury and death shall not exceed the total amount paid to The Edge under this Agreement.
- (10) **TERMINATION**
The Edge may terminate this Agreement if:
 - 10(i) The customer fails to make payment within forty-five days of the due date; or
 - 10(ii) The Edge goes into liquidation or becomes bankrupt or a receiver is appointed.
- (11) **TERMS FOR STORAGE ONLY CONTRACTS**
 - 11(i) As soon as the manufacture of the products is complete, The Edge will store the Products and all the Products will be invoiced to the Customer who will make payment within thirty days of the invoice.
 - 11(ii) The Edge will notify the Customer thirty days in advance of the expiration date of the Agreement period, the customer then shall, with the Agreement of The Edge, immediately select to either:
 - a) take delivery of remaining stock on hand, or
 - b) continue to take storage for up to ninety days and be liable for additional storage charges.
- (12) **STORAGE AND DEFERRED BILLING CONTRACTS**
In the absence of an agreed shipping schedule the Customer will agree to take delivery of all of the goods within an agreed period. If goods are still held in stock at the end of the period, the customer may elect either
 - a) to take delivery of the goods and accept an invoice for them OR
 - b) accept an invoice for the value of the goods being held in storage for a maximum of 90 days and be liable for additional storage charges.
- (13) **GENERAL**
 - 13(i) No modification or amendment of this Agreement shall be valid unless in writing and signed by the duly authorised Representative of both parties.
 - 13(ii) This agreement shall be subject to English Law.

THE
EDGE