

TERMS AND CONDITIONS

1. INTERPRETATION

1.1 In these Conditions:

'Customer' means the person whose order for the purchase of the Goods or Installation is accepted by Source Graphics Ltd.;

'Conditions' means the standard terms and conditions of sale set out in this document and (unless the context otherwise requires) includes any special terms and conditions agreed in Writing by a duly authorised signatory of Source Graphics Ltd.;

'Contract' means the contract for the purchase and sale of the Goods, and/or Installation;

'Goods' means the goods (including any instalment of the goods or any parts for them) which Source Graphics Ltd. is to supply in accordance with these Conditions;

"Installation" means the installation of the Goods by Source Graphics Ltd. at the Premises;

"Premises" the premises at which the Goods are to be installed by Source Graphics Ltd.;

'Source Graphics Ltd.' means Source Graphics Ltd. (registered in England under number 06286664) whose correspondence office is at 38 Barton Road, Bletchley, Milton Keynes MK2 3JX; and 'Writing' includes email, letter and comparable means of communication.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time.

1.3 The headings in these Conditions are for convenience only and shall not affect their interpretation.

1.4 In these Conditions, references to the masculine include the feminine and references to the singular include the plural and vice versa as the context admits or requires.

2. BASIS OF THE CONTRACT

2.1 Source Graphics Ltd. shall sell and the Customer shall purchase the Goods, and/or (if relevant) installation shall be carried out in accordance with any written estimate of Source Graphics Ltd. which is accepted by the Customer, and subsequently confirmed by Source Graphics Ltd. or any written order of the Customer which is accepted by Source Graphics Ltd., subject in either case to these Conditions, which shall govern the Contract to the exclusion of all other terms and conditions whether of the Customer or otherwise.

These Conditions apply to all Source Graphics Ltd. sales, or installations. Where the Customer has requested that Source Graphics Ltd. carry out the Installation, then Clause 10 (Installation) shall also apply to the Contract.

If no Installation is to take place, clause 10 shall not apply to the Contract.

2.2 No variation to these Conditions shall be binding unless agreed in Writing between the authorised representatives of the Customer and Source Graphics Ltd.

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2.3 Source Graphics Ltd. employees or agents are not authorised to make any representations, warranties or undertakings (verbal or otherwise) concerning the Goods, or the Installation or otherwise unless confirmed by an authorised representative of Source Graphics Ltd. in Writing.

In entering into the Contract the Customer acknowledges that it does not rely on any such representations, warranties or undertakings which are not so confirmed.

2.4 Any advice or recommendation given by Source Graphics Ltd. or its employees or agents to the Customer or its employees or agents as to the storage, application or use of the Goods and which is not confirmed in Writing by Source Graphics Ltd. is followed or acted upon entirely at the Customer's own risk, and accordingly Source Graphics Ltd. shall not be liable for any such advice or recommendation which is not so confirmed.

2.5 Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of the offer, invoice or other document or information issued by Source Graphics Ltd. shall be subject to correction without any liability on the part of Source Graphics Ltd.

2.6 Source Graphics Ltd. catalogues, technical circulars, sales literature, price lists and other such documents are for the Customer's general guidance only and the particulars contained in such documents shall not constitute representations by Source Graphics Ltd. and Source Graphics Ltd. shall not be bound thereby, nor shall they form part of the Contract.

2.7 Where technically possible and within the tolerance of materials used the Customer's colour balance requirements will be taken into account. In the absence of specific instructions in regard to Pantone numbers or the Customer's supplied match samples colour balance will be at the discretion of Source Graphics Ltd..

2.8 Any estimate or quotation is given by Source Graphics Ltd. on the basis that no contract will come into existence until Source Graphics Ltd. dispatches an acknowledgement of order (whether in Writing or by phone by an authorised representative of Source Graphics Ltd.) to the Customer.

3. ORDERS AND SPECIFICATIONS

3.1 No order submitted by the Customer shall be deemed to be accepted by Source Graphics Ltd. unless and until confirmed in Writing by Source Graphics Ltd. authorised representative.

3.2 The Customer shall be responsible to Source Graphics Ltd. for ensuring the accuracy of the terms of any order (including any applicable specification) which the Customer is responsible for ensuring is submitted by the Customer, and for giving Source Graphics Ltd. any necessary information relating to the Goods or Installation within a sufficient time to enable Source Graphics Ltd. to perform the Contract in accordance with its terms. Where proofs are submitted to the Customer for the Customer's approval, Source Graphics Ltd. shall incur no liability for errors which should reasonably be identified by the Customer which are not so identified.

3.3 The quantity, quality and description of and any specification shall be those set out in Source Graphics Ltd. estimate (if accepted by the Customer) or the Customer's order (if accepted by Source Graphics Ltd.). Unless confirmed in Writing by Source Graphics Ltd., all specifications, drawings and particulars of weights, dimensions and performance issued by Source Graphics Ltd. are approximate only and Source Graphics Ltd. gives no warranty or representation that the Goods will conform to such specification.

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3.4 If the Goods are to be manufactured or any process is to be applied to the Goods in accordance with a specification submitted by the Customer, the Customer warrants to Source Graphics Ltd. that the intellectual property rights in such specification belong to the Customer or that the Customer is licensed or otherwise authorised to use such specification by the actual owner.

The Customer shall indemnify Source Graphics Ltd. on demand against all loss, damages, costs and expenses awarded against or incurred by Source Graphics Ltd. in connection with or paid or agreed to be paid by Source Graphics Ltd. in settlement of any claim arising out of:-

(i) infringement of any patent, copyright, design, trade mark or other industrial or intellectual property rights of any other person which results from Source Graphics Ltd. use of the Customer's specification; and/or

(ii) any impracticality, inefficiency or lack of safety or other defect in the Goods where such defect is due (whether in whole or in part) to faults or omissions in information, drawings, designs, instructions, or specifications of the Customer.

3.5 Source Graphics Ltd. reserves the right to make any changes in the specification of the Goods which are (in Source Graphics Ltd. opinion) required to conform with any applicable statutory or EC requirements or, where the Goods and/or Hire Equipment are to be supplied to Source Graphics Ltd. specification, which does not materially affect their quality or performance.

3.6 No order which has been accepted by Source Graphics Ltd. may be cancelled by the Customer except with the agreement in Writing of Source Graphics Ltd. and on terms that the Customer shall indemnify Source Graphics Ltd. in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Source Graphics Ltd. as a result of cancellation.

3.7 Source Graphics Ltd. shall not be required to process any order which in its opinion is or may be of an illegal or libellous nature and the Customer shall indemnify Source Graphics Ltd. on demand against any loss, damages, costs and expenses awarded against or incurred by Source Graphics Ltd. in connection therewith.

3.8 The Customer hereby gives such consent and permission to Source Graphics Ltd. as may be required to enable Source Graphics Ltd. to use copies of the Goods supplied to the Customer for the purposes of Source Graphics Ltd. own marketing requirements, including consenting to the reproduction of any name, logo, trademark or other intellectual property right included in the Goods. This is without prejudice to Source Graphics Ltd. other rights under these Conditions.

4. PRICE OF THE GOODS

4.1 Unless otherwise agreed between the parties in Writing the price of the Goods ("the Price") shall be Source Graphics Ltd. quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in Source Graphics Ltd. price list current at the date of acceptance of the order. Where the Goods are supplied for export from the United Kingdom, Source Graphics Ltd. published export price list shall apply. All Prices quoted are valid for 30 days only (or until earlier acceptance by the Customer or earlier withdrawal by Source Graphics Ltd. before the Customer's acceptance), after which time they may be altered by Source Graphics Ltd. without giving notice to the Customer.

Where Installation is to occur the price for such Installation shall (in the absence of manifest error) be included in the Price quoted for the Goods.

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4.2 Source Graphics Ltd. reserves the right, by giving notice to the Customer at any time before delivery, to increase the Price to reflect any increase in the cost to Source Graphics Ltd. which is due to any factor beyond the control of Source Graphics Ltd. (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Source Graphics Ltd. adequate information or instructions.

4.3 Except as otherwise stated under the terms of any quotation or in any price list of Source Graphics Ltd., and unless otherwise agreed in Writing between the Customer and Source Graphics Ltd., all Prices are given by Source Graphics Ltd. on an ex works basis, and where Source Graphics Ltd. agrees to deliver the Goods otherwise than at Source Graphics Ltd. premises, the Customer shall be liable to pay Source Graphics Ltd. charges for transport, packaging and insurance.

4.4 All Prices are exclusive of any applicable value added tax, which the Customer shall be additionally liable to pay to Source Graphics Ltd..

5. TERMS OF PAYMENT

5.1 Due to the nature of the project, the full Price is to be paid in advance by the Customer on commencement of the Order, otherwise, unless otherwise agreed in writing by an authorised representative of Source Graphics Ltd. if the Price is £5,000 or more, An advance payment representing 100% of the Price is required on acceptance of the Customer's order and prior to commencement of any work or services by Source Graphics Ltd..

Any monies agreed to be paid by the Customer to Source Graphics Ltd. on account of any Price or fee payable under the Contract prior to the commencement of the Contract, or prior to delivery of the Goods, the sum paid may be applied by Source Graphics Ltd. against any invoice rendered by Source Graphics Ltd. under the Contract in Source Graphics Ltd. discretion, not necessarily in chronological order of invoice rendered.

Under no circumstances shall such sum be returnable to the Customer once the Contract has been formed.

Source Graphics Ltd. may also apply such sum to any other amount owing to Source Graphics Ltd. by the Customer whether under the Contract or otherwise.

5.2 In the event that the customer uses the services of a third party Project Manager or other subcontractors responsible for site details, the responsibility remains with the Customer in any discrepancies in information or instructions given to Source Graphics to carry out works. Any wasted journeys or site discrepancies resulting in a return visit will be the sole responsibility of the Customer. Any financial recourse due to failures of third parties in direct contract with the Customer will need to be pursued independently by the Customer and not Source Graphics Ltd.

5.3 Where Source Graphics Ltd. agree in Writing with the Customer to any rebate or reduction on the fees or price payable under the Contract in return for the Customer paying invoices rendered by Source Graphics Ltd. within agreed timescales, where such timescales are not adhered to by the Customer, Source Graphics Ltd. shall be entitled to withdraw any such rebate or reduction arrangement without notice to the Customer and the Customer shall pay the full amount of the relevant invoice as increased to take into account the loss of the agreed rebate or reduction, with Source Graphics Ltd. having the benefit of such other rights set out in these Conditions (including the right to charge interest) in respect of any sum so unpaid by the Customer.

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5.4 If the Customer fails to make any payment in full on the relevant due date then, without prejudice to any other right or remedy available to Source Graphics Ltd., Source Graphics Ltd. shall be entitled to:

5.4.1 cancel the Contract or suspend any further deliveries or services (including Installation if relevant) to the Customer;

5.4.2 the immediate payment of all payments outstanding in respect of the Goods and of any other goods, works or services provided by Source Graphics Ltd. to the Customer under any other contract notwithstanding the fact that the date for payment may not yet have fallen due;

5.4.3 appropriate any payment made by the Customer to such of the Goods, and/or Installation (or the goods supplied under any other contract between the Customer and Source Graphics Ltd.) as Source Graphics Ltd. may think fit (notwithstanding any purported appropriation by the Customer);

5.4.4 charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 10 percent per month of the amount overdue, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest). Source Graphics Ltd. reserves the right to claim interest under the Late Payment of Commercial Debts (Interest) Act 1998; and

5.4.5 charge the Customer the cost of recovery of any unpaid amount including any legal costs, disbursements and bank charges incurred.

5.5 Source Graphics Ltd. reserves the right (in its entire discretion) at any time by notice in Writing to the Customer to set off any monies owed by Source Graphics Ltd. to the Customer against any monies owed to Source Graphics Ltd. by the Customer under the Contract.

6. DELIVERY

6.1 Delivery of the Goods shall be made by the Customer collecting the Goods at Source Graphics Ltd. premises at any time after Source Graphics Ltd. has notified the Customer that the Goods are ready for collection or, if some other place for delivery is agreed in Writing by Source Graphics Ltd., by Source Graphics Ltd. delivering the Goods to that place.

In the event that goods are delivered by third party couriers. Source Graphics Ltd. shall not be liable for any delay in delivery of the Goods howsoever caused.

Where Source Graphics Ltd. agrees to deliver the Goods otherwise than at Source Graphics Ltd. premises, Source Graphics Ltd. shall be under no obligation under Section 32(2) of the Sale of Goods Act 1979.

6.2 Any dates quoted for delivery of the Goods are approximate only and Source Graphics Ltd. shall not be liable for any delay in delivery of the Goods howsoever caused.

Time for delivery shall not be of the essence of the Contract unless previously agreed by Source Graphics Ltd. in Writing by an authorised signatory of Source Graphics Ltd.. The Goods may be delivered by Source Graphics Ltd. in advance of the quoted delivery date upon giving reasonable notice to the Customer.

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6.3 Where the Goods are to be delivered in instalments, each delivery shall constitute a separate contract and failure by Source Graphics Ltd. to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

6.4 If Source Graphics Ltd. fails to deliver the Goods (or any instalment) for any reason other than any cause beyond Source Graphics Ltd. reasonable control or the Customer's fault, and Source Graphics Ltd. is accordingly liable to the Customer, Source Graphics Ltd. liability shall be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the Goods.

In no circumstances shall Source Graphics Ltd. be responsible for any other loss (including loss of profit) whether direct or indirect or consequential costs, damages, charges or expenses arising out of such late delivery.

6.5 If the Customer fails to take delivery of the Goods or fails to give Source Graphics Ltd. adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the Customer's reasonable control or by reason of Source Graphics Ltd. fault) then, without prejudice to any other right or remedy available to Source Graphics Ltd., Source Graphics Ltd. may:

6.5.1 elect that the Goods are deemed delivered; or

6.5.2 store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or

6.5.3 sell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6.6 Save where the Customer signs a delivery note accepting delivery of the Goods in satisfactory condition, in which case the Customer will be deemed to have accepted the Goods as being free of all defects or faults, all defects in the Goods must be notified in Writing (giving full details of the alleged defects and affording Source Graphics Ltd. a reasonable opportunity to inspect the alleged defects, failing which the notice shall be deemed to be invalid) by the Customer to Source Graphics Ltd. within 7 days of delivery of the Goods otherwise the Goods will have been deemed to have been accepted and to have been delivered to the Customer free of all defects or faults and the Customer shall have no further right to reject the Goods or recover any compensation therefore.

6.7 Notwithstanding any other clause in the Conditions, if any Goods are used after delivery or Installation by the Customer, then the Customer shall be deemed to have accepted the Goods as being in all respects in accordance with the Contract.

7. RISK AND PROPERTY

7.1 Risk of damage to or loss of the Goods shall pass to the Customer:

7.1.1 In the case of Goods to be delivered at Source Graphics Ltd. premises, at the time when Source Graphics Ltd. notifies the Customer that the Goods are available for collection; or

7.1.2 In the case of Goods to be delivered otherwise than at Source Graphics Ltd. premises, at the time of delivery or, if the Customer wrongfully fails to take delivery of the Goods, the time when Source Graphics Ltd. has tendered delivery of the Goods. Where title/property in the Goods has not passed to the Customer but risk has passed to the Customer, the Customer shall ensure that the

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Goods are adequately insured with a reputable insurer and that Source Graphics Ltd. interest in the Goods is noted on the said insurance policy.

7.2 Notwithstanding delivery and the passing of risk in the Goods, or any other provision of these Conditions, the property in the Goods shall not pass to the Customer until Source Graphics Ltd. has received in cash or cleared funds payment in full of the price of the Goods and all other goods agreed to be sold by Source Graphics Ltd. to the Customer for which payment is then due.

7.3 Until such time as the property in the Goods passes to the Customer, the Customer shall hold the Goods as Source Graphics Ltd. fiduciary agent and bailee, and shall keep the Goods separate from those of the Customer and third parties and properly stored, protected and insured and identified as Source Graphics Ltd. property, but shall be entitled to resell or use the Goods in the ordinary course of its business.

7.4 Until such time as the property in the Goods passes to the Customer (and provided the Goods are still in existence and have not been resold), Source Graphics Ltd. shall be entitled at any time to require the Customer to deliver up the Goods to Source Graphics Ltd. and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of Source Graphics Ltd., but if the Customer does so all moneys owing by the Customer to Source Graphics Ltd. shall (without prejudice to any other right or remedy of Source Graphics Ltd.) forthwith become due and payable.

7.6 The Customer's right to possession of the Goods prior to payment of all sums due to Source Graphics Ltd. in full shall terminate immediately if:

7.6.1 The Customer has a bankruptcy order made against the Customer or makes an arrangement or composition with its creditors, or otherwise takes the benefit of act for the time being in force for the relief of insolvent debtors, or (being a body corporate) convenes a meeting of creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) except a solvent voluntary liquidation for the purpose only of reconstruction or amalgamation, or has a receiver and/or manager, administrator or administrative receiver appointed of its undertaking or any part thereof, or a resolution is passed or a petition presented to the court for the winding up of the Customer or for the granting of an administration order in respect of the Customer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Customer; or

7.6.2 The Customer suffers or allows an execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe/perform any of its obligations under the Contract or any other contract between Source Graphics Ltd. and the Customer, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Customer ceases to trade; or

7.6.3 The Customer encumbers, pledges or in any way charges any of the Goods.

7.7 The Customer grants Source Graphics Ltd., its agents and employees an irrevocable license at any time to enter any premises where the Goods are or may be stored in order to inspect them, or, where the Customer's right to possession and/or power of sale has terminated, to recover them in either of which case the Customer shall place the Goods at the disposal of Source Graphics Ltd..

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8. WARRANTIES AND LIABILITY

8.1 Subject to the conditions set out below Source Graphics Ltd. warrants that the Goods will be free from defects in material and workmanship for a period where Source Graphics Ltd. manufactured the Goods, of 12 months from delivery.

In all other cases, Source Graphics Ltd. shall endeavour to pass on to the Customer such manufacturer's warranty or guarantees as may be afforded to Source Graphics Ltd. (and is capable of being passed on to the Customer (without involving Source Graphics Ltd. paying any extra premium or fee to any party) by the manufacturer or supplier of the Goods to Source Graphics Ltd. when such items were purchased by Source Graphics Ltd. itself.

8.2 The above warranty is given by Source Graphics Ltd. subject to the following conditions:

8.2.1 Source Graphics Ltd. shall be under no liability in respect of any defect in the Goods arising from any information, drawing, design, instruction or specification supplied by the Customer;

8.2.2 Source Graphics Ltd. shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Source Graphics Ltd. instructions (whether oral or in Writing), improper installation (other than by Source Graphics Ltd.) misuse or alteration or repair of the Goods without Source Graphics Ltd. approval;

8.2.3 Source Graphics Ltd. shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods (and/or the Installation) has not been paid by the due date for payment or if the Customer is otherwise in breach of this Contract or any other contract with Source Graphics Ltd. Ltd;

8.2.4 The above warranty does not extend to parts, materials or equipment not manufactured by Source Graphics Ltd., in respect of which the Customer shall only be entitled to the benefit of any such warranty or guarantee as is given by the manufacturer to Source Graphics Ltd.; and

8.2.5 The warranty shall be invalidated if the Customer attempts to effect repairs to the Goods itself or through a third party during the warranty period.

8.2.6 For the avoidance of doubt, the warranty does not apply to the Installation.

8.3 Subject as expressly provided in these Conditions, and except where the Goods are sold to a person dealing as a consumer (within the meaning of the Unfair Contract Terms Act 1977), all warranties, conditions or other terms implied by statute or common law are excluded in the Contract to the fullest extent permitted by law.

8.4 Where the Goods are sold under a consumer transaction (as defined by the Consumer Transactions (Restrictions on Statements) Order 1976) the statutory rights of the Customer are not affected by these Conditions.

8.5 Source Graphics Ltd. shall not be liable to the Customer by reason of any representation (unless fraudulent), or any implied warranty, condition or other term, or any duty at common law, or under the express terms of the Contract, for any indirect, special or consequential loss or damage (whether for loss of profit or otherwise), costs, expenses or other claims for compensation whatsoever (whether caused by the negligence of Source Graphics Ltd., its employees or agents or otherwise) which arise out of or in connection with the supply of the Goods or their use or resale by the Customer the Installation, and the entire liability of Source Graphics Ltd.

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under or in connection with the Contract shall not exceed 125% of the price payable under the Contract, except as expressly provided in these Conditions.

8.6 Source Graphics Ltd. shall not be liable to the Customer or be deemed to be in breach of the Contract by reason of any delay in performing, or any failure to perform, any of Source Graphics Ltd. obligations in relation to the Contract, if the delay or failure was due to any cause beyond Source Graphics Ltd. reasonable control and such failure or delay shall entitle either party to terminate the Contract if it persists for more than three months but the Customer shall remain liable to pay the price under the Contract in respect of items delivered prior to the date of such cancellation.

Without prejudice to the generality of the foregoing, the following shall be regarded as causes beyond Source Graphics Ltd. reasonable control:

8.6.1 Act of God, explosion, flood, tempest, fire or accident;

8.6.2 War or threat of war, sabotage, insurrection, civil disturbance or requisition;

8.6.3 Treaties, directives, acts, restrictions, regulations, bye-laws, prohibitions or measures of any kind on the part of any governmental, parliamentary or local authority or other body or competent authority;

8.6.4 Import or export regulations or embargoes;

8.6.5 Strikes, lock-outs or other industrial actions or trade disputes (whether involving employees of Source Graphics Ltd. or of a third party);

8.6.6 Difficulties in obtaining raw materials, labour, fuel, parts or machinery; and/or

8.6.7 Power failure or breakdown in machinery.

8.7 Notwithstanding the other provisions of this Clause 8, Source Graphics Ltd. may in its entire discretion once notice of any defect or fault in the Goods has been notified in Writing to Source Graphics Ltd. and accepted by Source Graphics Ltd., elect to repair and/or replace the Goods and if so, the replacement of the Goods shall be the full extent of Source Graphics Ltd. liability to the Customer under the Contract.

If the Goods are unavailable or not in stock, and the replacement option is elected by Source Graphics Ltd., Source Graphics Ltd. may provide a suitable alternative to the Goods even if made by a different manufacturer.

8.8 Nothing in this Clause 8 shall restrict Source Graphics Ltd. liability for death or personal injury caused by Source Graphics Ltd. negligence or fraudulent misrepresentation.

8.9 Without prejudice to the other rights of Source Graphics Ltd. under the Contract, any claim made against Source Graphics Ltd. under the Contract must be brought within 3 months of the date on which the cause of action on the part of the Customer arose.

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8.10 Where applicable, the limitations of Source Graphics Ltd. liability set out in this Clause 8 and elsewhere in these Conditions apply mutatis mutandis to any liability of Source Graphics Ltd. under the Contract in respect of the Installation.

9. INDEMNITY

9.1 It is the customer's responsibility to ensure that the goods do not infringe or that their use or resale does not infringe the patent copyright design trademark or other industrial or intellectual property rights of any other person and the customer shall indemnify Source Graphics Ltd. against all loss, damages, costs and expenses awarded against or incurred by Source Graphics Ltd. in connection with any claim paid or agreed to be paid by Source Graphics Ltd. in settlement of any claim.

10. INSTALLATION

10.1 Where Installation is required pursuant to the Contract, Source Graphics Ltd. shall install the Goods on the terms and conditions set out in this Clause and the Contract generally.

10.2 Source Graphics Ltd. is not responsible for any delay in Installation directly or indirectly arising out of the actions or omissions of the Customer (including any employee, officer or contractor of the Customer) or any third party.

10.3 The Customer shall: –

10.3.1 Make any necessary agreement with relevant regulatory, governmental or other authorities or other relevant third parties and obtain any consent or authorisation required in respect of the Installation;

10.3.2 Provide any information Source Graphics Ltd. may reasonably require in connection with the Installation;

10.3.3 Pay for any relevant approval or permission;

10.3.4 Meet the requirements of any of these authorities at all times to maintain their approval;

10.3.5 Tell Source Graphics Ltd. if any information the Customer has given to Source Graphics Ltd. changes; and

10.3.6 If any approval, consent or authorisation is amended or ends, the Customer must write to Source Graphics Ltd. as soon as the Customer finds out.

10.4 The Customer must during Installation: –

10.4.1 Give Source Graphics Ltd. access to the Premises so that Source Graphics Ltd. may perform the Installation and provide all such assistance as may be reasonably requested by Source Graphics Ltd. promptly and without cost to Source Graphics Ltd.. The Customer shall move any materials, and other objects obstructing or preventing installation;

10.4.2 Use best efforts to make sure that the Premises and any equipment provided are safe and without risk for Source Graphics Ltd. employees and agents. The Customer must tell the Source Graphics Ltd. the location of any concealed pipes and wires which may affect the Installation and about any known risks and any hazardous materials at the Premises, provided that Source Graphics Ltd. may decline to carry out the installation if it considers that the installation in accordance with the customer's instructions nevertheless

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presents a risk to Source Graphics Ltd. employees and agents (without prejudice to any remedy that Source Graphics Ltd. may have in this regard).

10.4.3 Provide information about the Customer, the Premises and any other relevant information so that Source Graphics Ltd. can perform the Installation. The Customer must write to Source Graphics Ltd. to tell them of any changes to this information;

10.4.4 Ensure that Source Graphics Ltd. staff and contractors have adequate welfare facilities (toilet and washing facilities).

10.5 References in these Conditions to the Goods shall (unless the contract otherwise requires and include where relevant and applicable) reference to the Installation and the relevant provisions of the Agreement shall accordingly apply mutatis mutandis to the Installation.

11. TERMINATION OF THE CONTRACT

11.1 This clause applies if:

11.1.1 The Customer 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

11.1.2 An encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or

11.1.3 The Customer ceases, or threatens to cease, to carry on business; or

11.1.4 Source Graphics Ltd. reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

11.1.5 The Customer is in breach of the provisions of the Contract and fails to remedy the same (if capable of remedy) within 7 days of Source Graphics Ltd. notifying the Customer of such breach.

11.2 If this clause applies then, without prejudice to any other right or remedy available to Source Graphics Ltd., Source Graphics Ltd. shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Price has not been paid for, the Price shall become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

12. GENERAL

12.1 Any notice required or permitted to be given by either party to the other under these Conditions shall be in Writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice.

12.2 No waiver by Source Graphics Ltd. of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.

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12.3 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected.

12.4 Each right or remedy of Source Graphics Ltd. under the Contract is without prejudice to any other right or remedy of Source Graphics Ltd. whether under the Contract or not.

12.5 Failure or delay by Source Graphics Ltd. in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract and any waiver by Source Graphics Ltd. of any breach of, or any default under any provision of the Contract by the Customer will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

12.6 The Contract and any documents referred to in it constitute the entire agreement between the parties.

12.7 Source Graphics Ltd. may assign and/or subcontract the Contract or any part of it to any person, firm or company. The Customer shall not be entitled to assign the Contract or any party of it without the prior written consent of Source Graphics Ltd..

12.8 A person who is not a party to the Contract or any other contract between Source Graphics Ltd. and the Customer shall have no rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any of its terms. Any rescission, variation, amendment or waiver to or of this Contract or any other contract between Source Graphics Ltd. and the Customer shall not require the consent or approval of any person who is not a party to such a contract.

12.9 The Contract shall be governed by and construed in accordance with the laws of England and Wales and the Customer agrees to submit to the exclusive jurisdiction of the English courts.

CUSTOMER

COMPANY NAME AND NUMBER

Customer Signature Print Name

These terms and Conditions have been signed and agreed on (date)

SOURCE GRAPHICS LTD.

Signed by  Russell Gage – Managing Director