

Private & Confidential

Prime Document Limited

Terms and Conditions of Payment

TERMS AND CONDITIONS OF BUSINESS GENERAL

These Terms and Conditions apply to all Goods supplied and/or work done by Prime Document Limited ("the Company") and override any terms and conditions referred to by the Client whether in negotiations or otherwise.

1. DEFINITIONS

- a) "The Goods" means the Goods and services the subject of the Contract between the Company and the Client
- b) "The Client" means the person, firm or company purchasing the Goods.
- c) Each delivery of Goods shall be deemed to be a separate Contract to which these Terms and Conditions shall apply.

2. TERMS

- a) No stipulation, representation or warranty made or attempted to be made at any time by either party to the Contract or by any person on behalf of such party shall vary, modify or counteract these Terms and Conditions. No variation in these Terms and Conditions shall be valid unless made in writing under the hand of a Director of the Company. In the event that any part or parts of these conditions are held to be invalid such invalidity shall not alter the validity of any other part or parts of the same and each Clause and each sub-clause shall be capable of independent existence.
- b) The Client agrees to enter into the Contract in the course of its business and not as a Consumer.

3. QUOTATIONS AND PRICES

- a) Any quotation by the Company shall be valid for acceptance for 90 days and if not accepted within this period shall be deemed to be withdrawn.
- b) Quotations / Estimate will not be given for work based on rough Estimate or Definitions.
- c) Quotations are based on current Supply and are subject to variation on or after acceptance to meet any recognised rise or fall in such costs.
- d) Prices are calculated on the basis of Supply of Goods and Services costs of average commercial work. Amendments or

Contract Variations involving additional work are charged extra.

- e) All prices quoted are net of VAT and VAT shall be paid by the Client at the rate prevailing at the date of invoice, With the exception of Postage charges which we carry out on your behalf and is therefore 0% rated.
- f) Samples of work produced by Prime Document at the Client's request whether experimentally or otherwise shall be subject to charges. Corrections made after the first proof and any change requested by the Client on or after the first proof including alterations in style will carry relevant charges accordingly. No responsibility is accepted for any errors found once the Client has approved the proofs.
- g) Payments shall be made in UK Pounds Sterling to Prime Document's bank account in England without any deduction whatsoever. The time specified for payment shall be of the essence of the Contract. Payment shall be due within 30 days of the invoice date.
- h) The Company reserves the rights to sub-contract work and where the quotation given includes an estimate or reserve in respect of the costs of a sub-contractor such estimate or reserve whilst given in good faith is subject to formal confirmation and will not be binding upon the Company unless and until ratified by the sub-contractor.

4. PAYMENT AND ADDITIONAL CHARGES

- a) Payments shall be made at the Company's business address and is due 30 days after invoice.
- b) If any sum payable under this Agreement is not paid within 7 days after the due date then (without prejudice to Prime Document's other rights and remedies) Prime Document reserves the right to charge and be paid interest on all sums due from the Client at the rate of (5% above Barclays Bank Plc base lending rate (for the time being) from the date upon which payment is due until the date upon which it is received as well after as before judgement. Invoices are payable in full without set-off retention or counterclaim. The Company reserves the right to invoice Goods and Services upon delivery, regardless of whether other Goods or Services remain outstanding or not.
- c) In the event of default of payment by the Client due to lack of cash availability, bankruptcy, or whatever the reason may be for the default in payment, the Client consent to assignment of debt

for the benefit of Prime Document Limited to be reimbursed with full payment.

- d) **The Client shall pay to Prime Document the deliverables set out in Schedule 1 and the charges set out in Schedule 2 of the Contract for Supply.**
- e) In the event of the Company incurring additional expense not provided for in any quotation as a result of the occurrence of any of the following, such additional expense shall be added to the price,
- i) Variation and/or alteration of instructions and/or details and/or a failure by the Client or its representative to provide the same
 - ii) The price is subject to delivery charges, applied at prevailing rate

5. DELIVERY

- a) The specified time for delivery shall be subject to receipt of all information and materials required from the Client by Prime Document.
- b) Time for delivery is stated as accurately as possible but is not guaranteed and is subject to extension to cover delays caused by events beyond the Company's control. In no case shall time be the essence of the Contract.
- c) Contracts and deliveries may be suspended in the event of any strike, lock-out, trade dispute, fire, tempest, breakdown, accident, riot, theft, crime, civil disturbance, war, force major or other occurrence preventing or retarding the processing or delivery of the Goods and no responsibility shall attach to the Company for any delay, default, loss or damage due to any of these causes or for any damage in transit or at the works of the Company or to any other cause beyond the control of the Company whether in respect of contracts or deliveries or the safe custody or articles deposited with the Company.
- d) If the Client desires to be protected against the risks specified in this clause or any of them, the Client shall on or before the date of the Contract, request from the Company the requirement to be protected accordingly and shall pay the premium payable on any policy to be affected in consequence.
- e) All deliveries made to Prime Document must be accompanied by a delivery note or docket stating the quantity and description of the material delivered. Prime Document is not able to check for discrepancies between quantities shown on dockets and actual quantities delivered and Prime Document's signatures and any

- excess material will be returned to the Client or destroyed at the Client's expense.
- f) Collection and delivery of the Clients materials or Goods is not included in the Contract and if required to be undertaken by Prime Document, then such shall be subject to charges as an extra. Such collection and delivery whether arranged by Prime Document or the Client will be at the Client's sole risk and the carrier will be deemed to be the agent of the Client.
 - g) Prime Document shall post the outputs via Royal Mail as a disbursement on behalf of the Client.

6. DEFECTS IN QUALITY/QUANTITY

- a) Every care is taken in the preparation of the Goods but it is the responsibility of the Client to check them and consent to the proof and ensure that they comply with the Client's instructions in every respect.
- b) No responsibility will be accepted for errors in Production passed by the Client.
- c) In any event the liability of the Company for defects in the Goods shall be limited to a sum equivalent to the invoice price of the Goods in respect of which any claim is made against the Company.
- d) In the event of the Client requiring increased cover against the risk of any loss in excess of the limitations of liability contained herein or cover against consequential loss or damage, the Company will be pleased to submit a revised price for the Goods provided that the Client's requirement is indicated in writing on or before the date of the Contract.
- e) Should delivery of the Goods be required in less than the normal time requisite for their proper production, every effort will be made to secure freedom from defects but reasonable allowance shall be made by the Client in such cases.

7. ADVERTISING

The Company retains the right to use any work produced for its Clients in any advertising material to promote the Company or any of its products without prior consent. However where confidentiality is the issue, protection for the privacy of the Client will be observed.

8. RISK AND TITLE

- a) The risk in the Goods shall pass to the Client upon delivery. Where the Goods are collected by or on behalf of the Client or its

agents from the premises of the Prime Document, the risk shall pass to the Client at the time the Goods are handed over to the Client or its agents.

- b) The title of the Goods shall not pass to the Client until they have been paid for in full. If nevertheless, where the Goods/Services are not of tangible characters, then without prejudice to its other remedies, Prime Document shall have a general lien on all property of the Client in its possession, whether worked on or not, for all debts owed by the Client and shall be entitled, on the expiry of 21 days written notice to the Client to dispose of such property and to apply the net proceeds in reduction of such debt.
- c) Where there is any delay in payment of any amount due to Prime Document the Client shall pay all reasonable costs, fees and expenses incurred by Prime Document in obtaining payment.
- d) In the event of default of payment by the Client due to lack of cash availability, bankruptcy, or whatever the reason may be for the default in payment, the Client consent to assignment of debt for the benefit of Prime Document Limited to be reimbursed with full payment.
- e) **The Client shall pay to Prime Document the deliverables set out in Schedule 1 and the charges set out in Schedule 2 of the Contract for Supply.**

9. CANCELLATION

- a) Suspension or cancellation of the Contract in accordance with this clause 9 shall be without prejudice to Prime Document's right to recover all sums owing to it in respect of Goods delivered or Services provided prior to the date of suspension or cancellation.
- b) If the Client refuses to accept delivery of the Goods or to allow Prime Document to provide the Services, Prime Document shall be entitled to charge the Client for full cost of such Goods or Services together with all costs incurred by Prime Document as a result of in consequence of such refusal.
- c) Where cancellation takes place prior to any data processing, then such cancellation shall be subject to administration charges, and where any data processing has been commenced, then cancellation is subject to 100% of the quoted price and is treated as debt of the Client payable to Prime Document Limited.

12. CLAIMS

Any claim must be made within twenty-four hours of delivery beyond which period no claim can be entertained.

13. LAW OF THE JURISDICTION

The Contract shall be governed by English Law and by the jurisdiction of the English Courts.