

CONDITIONS OF BUSINESS

1. DEFINITIONS

In these conditions (unless context otherwise requires)

1.1 "Contract" shall mean the contract between the company and the Customer for the supply of Work, and these conditions of business.

1.2 "Company" shall mean St Ives plc or any subsidiary thereof (which expression shall have the meaning ascribed to it by Section 736 of the Companies Act 1985) as shall contract with the Customer for the supply of Work.

1.3 "Customer" shall mean the person, firm or company contracting the Work.

1.4 "Work" shall mean the services undertaken by the Company for, and goods supplied to the Customer from time to time, and shall include, but not be limited to, the production, printing and supply of material and goods, (together with all ancillary services related thereto).

2. ACCEPTANCE OF ESTIMATES

Estimates given by the Company shall be deemed to be withdrawn unless the Company receives notice of Customer's acceptance in writing within 30 days from the date hereof.

3. COST VARIATION

Estimates are based on the Company's costs of production including costs relating to any necessary outsourcing of Work together with any exchange rates which may affect those production costs, both current at the date of any particular Estimate. Any such Estimates are subject to amendment by the Company at the Company's sole discretion on or at any time after acceptance to meet any rise or fall in such costs. Additional charges may be made to cover any extra work involved where copy supplied is not clear or legible.

4. VALUE ADDED TAX

Where applicable Value Added Tax or any other similar taxes, charges, duties or levies will be charged whether or not included in the Estimate or invoice.

5. PRELIMINARY WORK

Work carried out at the Customer's request whether experimentally or otherwise will be subject to an additional charge.

6. PROOFS

Author's and Customer's corrections, including alterations in style, and the cost of additional proofs necessitated by such corrections will incur an additional charge unless specifically included in the estimate. Proofs of all work may be submitted for Customer's and or author's approval, and in that event no responsibility will be accepted for any errors in them not corrected by the author or Customer as the case may be. The Company accepts no responsibility for any breach of confidentiality, loss of reputation, financial or other loss howsoever arising, from carrying out the Customer's instruction to transmit proofs or other material relating to the Work to the Customer or the author via any electronic means including, but not limited to, E-mail or similar medium or facsimile transmission.

7. DELIVERY AND PAYMENT

7.1 In the absence of the express written agreement of the Company to the contrary and in consideration of the Company accepting instructions from the Customer which first places an order, such customer will be primarily liable for all sums due to the Company in respect of such order irrespective of whether or not such Customer is acting as principal or as agent.

7.2 Due date for payment of Work shall be upon delivery of Work to the Customer or the Customer's nominee.

7.3 If payment is not made on the due date the Company, without prejudice to its other rights hereunder, shall be entitled to charge, in addition to any monies due hereunder, interest on the overdue outstanding amount at the rate of 4% above the base rate of National Westminster Bank PLC from time to time in force from the date the monies first became due until the outstanding amount is paid.

7.4 Risk in the Work shall pass to Customer when delivered to Customer or on notification that the Work has been completed whichever first occurs.

7.5 Should expedited delivery be agreed and require overtime or other additional costs an extra charge may be made.

7.6 Should Work be suspended at the request of delayed through any default of the Customer for a period of 30 days or more the Company shall be entitled to payment for the Work already carried out and materials specially ordered, and may terminate the Contract on giving to the Customer 14 days notice in writing.

7.7 The Company reserves the right to issue invoices to the Customer for work completed or material or services purchased by the Company pursuant to the execution of this contract and the Customer acknowledges that such invoices shall become due for payment on the terms herein contained.

8. VARIATION IN QUANTITIES

Every endeavour will be made to deliver the correct quantity ordered but it shall be a term of the Contract that margins of 5 per cent for Work in one colour only and 10 per cent for other Work are allowed for overs or shortages, the same to be charged or deducted.

9. CLAIMS

9.1 Claims arising from damage, delay or partial loss of Work in transit must be made in writing to the Company and the carrier so as to reach them within 3 days of delivery and claims for non-delivery within 7 days of despatch of Work.

9.2 The Customer shall inspect the Work forthwith on delivery and any claim against the Company by reason of any defect in or damage to the Work shall be made within a reasonable time thereafter not being more than 7 days from the date of delivery.

9.3 All other claims must be made to the Company within 10 days of delivery.

10. LIABILITY

10.1 Customers exclusive remedy for damaged or defective Work, (howsoever caused, and including negligence) shall at the Company's election, be limited either to the repair or replacement of such Work.

10.2 Other than as provided in this condition 10, the Company shall not be liable for loss or damage caused arising directly or indirectly in connection with this Contract, the Work or otherwise. Without limiting the generality of the above, the Company expressly excludes liability for consequential loss, third party claims occasioned by delay (howsoever arising) in completing the Work, and for any loss to the Customer from delay in delivery of the Work (howsoever arising).

10.3 Notwithstanding the provisions of this condition 10 or anything else contained in the Contract, in no event shall the Company's liability exceed the value of the amount of charges payable to the Company by the Customer with respect to the particular Work which is the subject of the claim provided however that nothing contained in these conditions shall have effect so as to exclude or restrict the Company's liability for death or personal injury resulting from its negligence.

St Ives Direct Limited

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11. STANDING MATTER

11.1 Metal, film, glass and other materials used by the Company in the production of type, plates, moulds, film setting, stereotypes, electrotypes, negatives, positives and the like shall remain the Company's exclusive property.

11.2 Type may be distributed and lithographic, photogravure or other work effaced immediately after the Work is completed unless written arrangements are made to the contrary. In the latter event rent may be charged.

12. CUSTOMER'S PROPERTY

12.1 Customer's property and all property supplied to the Company by or on behalf of the Customer will be held, worked on, and carried at the Customer's sole risk and the Company shall not be liable for any loss or damage to such property howsoever caused and the Customer should insure accordingly. Unless written agreement is reached to the contrary, the Company may efface or destroy any plates or film supplied by the Customer in the event that such Customer's property is not reclaimed within one year of completion of the Work.

12.2 The Company may make a reasonable charge for storage of any Customer's property left with the Company before receipt of the Work or after notification to the Customer of completion of the Work, whichever first occurs.

13. MATERIALS SUPPLIED BY THE CUSTOMER

13.1 The Company may reject any paper, plates or other materials supplied or specified by the Customer which appear to the Company to be unsuitable. An additional charge may be made if such materials are found to be unsuitable during production.

13.2 Where such materials are supplied or specified by the Customer responsibility for defective Work will not be accepted by the Company unless this is due to failure to use reasonable skill and care.

13.3 Quantities of materials supplied by the Customer shall be adequate to cover normal trialling, spoilage and wastage.

14. WAREHOUSING

Sheets and other materials are not counted or checked when received unless this is made the subject of an express written requirement carrying an additional charge for the service.

15. STORAGE

The Company shall not be obliged to provide storage accommodation for materials, printed sheets, bound books or other items except by express written agreement. When such facilities are provided a charge may be made.

16. TERMINATION OF CONTRACT

In the event that in the Company's opinion, the Customer's financial position becomes unsatisfactory, or if the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition against it or being an individual commits an act of bankruptcy or has a bankruptcy petition filed against him or the Customer is in breach of any of its obligations arising under the Contract (or where any of the above events appear to the Company to be likely to occur), the Company shall, without prejudice to its other remedies, have the right to terminate the Contract forthwith or not to proceed further with the Contract or any other Work for the Customer and shall be entitled to charge for Work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be an immediate debt due to the Company.

17. LIEN

Without prejudice to other remedies whether under this contract or otherwise, the Company shall, in respect of all debts due from the Customer whether under this Contract or otherwise and whether or not due for payment have a lien on all goods and property in its possession belonging to the customer (whether worked on or not) and whether or not in the possession of the Company under this Contract and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as it thinks fit and to apply any proceeds towards such debts.

18. PROPERTY

18.1 The Company retains ownership of the Work and shall be entitled to dispose of the Work (or any part thereof) until the Company has received unconditional payment in full for all the Work, or Property in the Work passes to a purchaser from the Customer by way of a bona fide sale at full market value.

18.2 If payment is overdue in whole or in part the Company may recover or resell the Work and for that purpose the Company and persons authorised by it are irrevocably licensed to enter the Customer's premises or any other premises where the Company believes Work to be.

18.3 Until such time as ownership in the Work passes in accordance with condition 18.1 above, the Customer shall at all times store and keep the Work clearly identified as being the property of the Company.

18.4 Notwithstanding the provisions of condition 18.1 above the Company shall be entitled, at its election and at any time, to transfer title in the Work, to the Customer, and without prejudice to any other remedies the Company may have, sue for the price thereof.

19. ILLEGAL MATTER

19.1 The Company shall not be required to print any matter which in its sole opinion is or may be of an illegal or defamatory nature or an infringement of any third party rights, including but not limited to copyright, patent, design and trademark.

19.2 The Customer shall indemnify and hold harmless the Company from and against all actions, proceedings, costs, claims, demands and expenses (including all reasonable legal expenses) whatsoever suffered or incurred by the Company by reason of the Work containing any matter of a defamatory nature or being an infringement of any third party rights, including but not limited to copyright, patent, design and trademark.

20. PERIODICAL PUBLICATION

A Contract for the printing of periodical publications may be terminated at any time by either party giving to the other written notice as follows:
Nature of Publication Minimum Length of Notice Weekly, Fortnightly, Monthly 13 Weeks Two Monthly, Quarterly 26 Weeks

21. FORCE MAJEURE

Every effort will be made by the Company to carry out the Contract but its due performance is subject to postponement or cancellation by the Company as it 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, lockout, or other industrial dispute, fire, flood drought, legislation or other cause (whether of the foregoing class or not) beyond the Company's control. Any such postponement or cancellation shall be without liability to the Customer or any third party.

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22. CONSTRUCTION OF CONTRACT

Neither the Contract nor these conditions shall be modified without the written agreement of a duly authorised representative of the Company and these conditions shall govern the construction of the Contract, notwithstanding any inconsistencies which may arise as between these conditions and any other terms and conditions that the Customer may seek to impose. These conditions and all other express terms of Contract shall constitute the entire understanding and agreement between the Company and the Customer and no representations or warranties express or implied statutory or otherwise made by or on behalf of the Company or the Customer to the other party, in connection with or arising out of the Work and which are not contained in these conditions or such other express terms of the Contract shall give rise to any liability on the part of the maker thereof.

23. LAW

These conditions and all other express terms of the Contract shall be governed and construed in accordance with the Laws of England and the Customer hereby submits to the nonexclusive jurisdiction of the English Courts.

Revised December 2009

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