GRAHAMS HOLDINGS LIMITED (“The Seller”) – Terms and Conditions of Sale.

1. BASIS OF CONTRACT

These Conditions shall apply to all contracts for the sale of goods by the Seller to the exclusion of any

other terms that the Buyer seeks to impose or incorporate, or which are implied by trade custom,

practice or course of dealing. Each order for the sale of goods shall be deemed to be a contract when

the Seller issues a written acceptance of order, or if not, on commencement of work in respect of the

order.

2. PRICE

All orders accepted and quotations made are on the basis that if delivery is to be made in more than

six months time after acceptance of order the Seller may, at any time before dispatch, discuss prices

of such goods with the Buyer. If the Buyer and the Seller cannot in such cases agree the prices to be

charged either party may, on one months written notice (sent by prepaid first class letter post to the

other), rescind the contract in respect of orders unfulfilled at the date of such rescission. Subject

thereto such goods and (where appropriate) delivery shall be charged at the prices ruling at the date

of despatch and the Buyer shall pay the then ruling charges. The price of the goods is exclusive of

Value Added Tax which shall be charged, where appropriate, at the current rate and shall be payable

by the Buyer in addition.

3. PAYMENT

Payment is due strictly cash on delivery unless credit has been arranged then payment is 30 days

from the date of invoice. The Late Payment of Commercial Debts (Interest) Act 1998, as amended,

and any orders made thereunder shall apply to all outstanding invoices rendered.

4. TIME LIMIT FOR DELIVERY

Any dates quoted for delivery are approximate only, and the time of delivery is not of the essence.

The Seller shall not be liable for any delay in delivery of the goods that is caused by a force majeure

event referred to in condition 13, or the Buyer’s failure to provide the Seller with adequate delivery

instructions or any other instructions that are relevant to the supply of the goods.

5. SPECIFICATION AND DRAWING SUITABILITY

(a) The Buyer shall be responsible for the contents of all plans, particulars and other information

supplied by it to the Seller and for any discrepancies, inconsistencies, errors or omissions

therein.

(b) The suitability of the goods is the Buyer’s responsibility and unless otherwise specifically stated

in writing by the Seller, no warranty or condition is given or implied concerning fitness for

purpose for which the goods are to be used.

6. PRINTING AND DESIGN

In the case of printed goods the Seller is not to be responsible or liable for any errors in proofs which

have been passed by the Buyer and any charges incurred by the Seller in the preparation of special

tools, sketches, printing blocks, etc. shall be charged extra. The Buyer’s property stored or used by

the Seller shall be at the Buyer’s risk. The Buyer warrants that the use of any trademark copyright

material or other designs supplied by the Buyer or utilised at the Buyer’s request will not be an

infringement of the trademark or copyright or rights of any third party and in the event of infringement

will indemnify the Seller against any claim arising therefrom. The Buyer shall indemnify the Seller in

respect of third party rights where design is supplied by the Seller. The Seller reserves the right to

dispose of any artwork and printing plates if no orders are placed with the Seller within the preceding

four years. If printing plates are to be returned, the Seller will charge £75.00 per set.

7. PREMIUM SERVICES

In the event the Buyer requires split delivery, the Buyer will be charged £20 for loose boxes and £50

per pallet. If the Buyer pays for an Express Service, the Buyer will pay £100 for orders up to 50,000

bags/impressions or if the Buyer requires more than 50,000 bags/impressions the amount will be

negotiable via email only. Express Service is subject to 10 working days receipt of plates or if not

printed, receipt of order. For Exact Quantities the Buyer will pay an extra 20% on top of the total order

for quantities up to 5,000 bags/impressions. Quantities above 5,000 bags/impressions will be charged

at an extra 10% of the total order.

8. TOLERANCE

Although the Seller shall make reasonable efforts to supply the number and kind of goods contracted

for, the Seller shall be entitled to a tolerance of 20% in the number up to and including 5000 and 10%

of size of the goods, and gauge of material agreed. Anything above 5000 will be a tolerance of 10% in

number and 10% of size of the goods, and gauge of material agreed. In the event of the Seller

supplying more goods than agreed the Buyer shall pay extra for such excess on a pro rata basis and

in the event of the Seller supplying fewer goods than agreed the Buyer shall only pay for the quantity

supplied, and shall consider the order complete.

9. DISPUTES

The Buyer shall within 14 days of delivery of goods inform the Seller in writing of any discrepancies

concerning the goods. In default of such notification, the Buyer shall be deemed to have accepted the

goods.

10. DESPATCHES BY INSTALMENTS

Every despatch of goods made by the Seller shall be deemed to have been made in respect of a

contract different from other despatches of goods (notwithstanding that the Seller may have

contracted to despatch all goods in one consignment) and so that:

(a) the Buyer shall be liable to pay the Seller for the price attributable to the goods so despatched

(notwithstanding that the Seller shall not have fulfilled the remaining part of any contract)

(b) the Buyer shall not be entitled to cancel the whole or any part of any order or contract and

(c) the Seller subject as herein provided shall remain liable to the Buyer in respect of other goods

yet to be dispatched

11. BREACH

(a) The Buyer will be treated as having repudiated the contract if it:

(i) becomes insolvent; or

(ii) commits a serious breach or one which is not remedied within 7 days of being asked to

do so.

(b) The Buyer may be treated as having repudiated the contract if it:

(i) does not make payment when due; or

(ii) fails to accept delivery or give delivery instructions

(c) If the contract is repudiated under condition 11(a) or the Seller accepts a repudiation under

condition 11(b):

(i) all invoices sent to the Buyer must be paid immediately

(ii) the price of all goods not invoiced but delivered by the Seller or manufacturer or ordered

(ii) any other goods that the Seller has supplied to the Buyer in respect of which payment

has become due.

(b) Until title to the goods has passed to the Buyer, the Buyer shall:

(i) hold the goods on a fiduciary basis as the Sellers bailee;

(ii) store the goods separately from all other goods held by the Buyer so that they remain

readily identifiable as the Sellers property;

(iii) not remove, deface or obscure any identifying mark or packaging on or relating to the

goods;

(iv) maintain the goods in satisfactory condition and keep them insured against all risks for

their full price from the date of delivery;

(v) notify the Seller immediately if it becomes subject to any of the events listed in condition

11 (a) or (b); and

(vi) give the Seller such information relating to the goods as the Seller may require from time

to time but the Buyer may resell or use the goods in the ordinary course of its business.

(c) If before title to the goods passes to the Buyer, the Buyer becomes subject to any of the events

listed in condition 11 (a) or (b), or the Seller reasonably believes that any such event is about to

happen and notifies the Buyer accordingly, then provided that the goods have not been resold,

or irrevocably incorporated into another product, and without limiting any other right or remedy

the Seller may have, the Seller may at any time require the Buyer to deliver up the goods and,

if the Buyer fails to do so promptly, enter into any premises of the Buyer or of any third party

where the goods are stored in order to recover them.

(d) When the goods belong to the Buyer but are under the Sellers control then, if the Buyer

becomes subject to any of the events listed in condition 11 (a) or (b) or fails to pay the Seller

when it should have, the Seller has (in addition to its rights under Ss 38-48 Sale of Goods Act

1979):

(i) a lien on the goods; and

(ii) a right of stoppage in transit; and

(iii) a right of resale as the Buyers agent.

(e) The Seller may sue the Buyer for payments whether or not property in the goods has passed.

13. FORCE MAJEURE

(a) The due performance of the contract is subject to cancellation or variation by the Seller as a

result of any default whatsoever on the part of the Sellers own suppliers or the inability to

secure labour, materials or supplies as a result of any act of God, war, riot or civil disturbance,

strike, lockout or any other labour dispute, fire, flood, drought or accident, legislation,

requisitioning or other act or order by any government department, council or any other duly

constituted authority, or any other cause beyond the Sellers control, in such event, no liability

shall attach to the Seller by reason of cancellation or variation of any contract.

(b) Deliveries may be wholly or partially suspended and the time of such suspension to the original

contract in the event of stoppage, delay or interruption of work, in the establishment of the

Seller during the delivery period as a result of any of the clauses set out in subparagraph (a) or

any cause whatsoever beyond the control of the Seller.

14. RISK AND DAMAGE IN TRANSIT

(a) From the time of despatch of the goods from the Seller to the Buyer the risk of any loss or

damage to or deterioration of the goods from whatever cause shall be borne by the Buyer.

(b) If the Seller undertakes delivery of the goods it shall not be liable:

(i) for any loss, damage, deviation, delay or detention of the goods in the course of transit,

or for miss-delivery or short delivery unless the Buyer gives to the Seller and to the

Carrier within 3 days of receipt of the goods a written notice of the Buyers complaint;

(ii) for non-delivery or non-arrival of the whole of any consignment of the goods or of any

separate package unless the Buyer shall give to the Seller and to the Carrier a written

notice thereof within 4 days of the date of notification of the despatch of the goods; and

in either case the Sellers liability to the Buyer shall not exceed the contract price of the

goods.

15. LIMITATIONS OF LIABILITY

(a) Nothing in these Conditions shall limit or exclude the Sellers liability for:

(i) death or personal injury caused by its negligence or the negligence of its employees,

agents or subcontractors (as applicable)

(ii) fraud or fraudulent misrepresentation;

(iii) breach of the terms implied by S12 of the Sale of Goods Act 1979;

(iv) defective products under the Consumer Protection Act 1987; or

(v) any matter in respect of which it would be unlawful for the Seller to exclude or restrict

liability.

(b) Subject to condition 15(a):

(i) the Seller shall under no circumstances whatever be liable to the Buyer, whether in

contract, tort (including negligence), breach of statutory duty, or otherwise for any loss of

profit, or any indirect or consequential loss arising or in connection with a contract; and

(ii) the Sellers total liability to the Buyer in respect of all other losses arising under or in

connection with a contract, whether in contract, tort (including negligence), breach of

statutory duty, or otherwise, shall in no circumstances exceed the contract price of the

goods.

16. QUALITY

(a) The Seller warrants that on delivery the goods shall:

(i) conform in all material respects with the Packaging and Industrial Films Association

standards; and

(ii) be free from any material defects in design material and workmanship.

(b) Subject to clause 16(c), if:

(i) the Buyer gives notice in writing to the Seller within a reasonable time of discovery that

some or all of the goods do not comply with the warranty as set out in clause 16(a);

(ii) the Seller is given reasonable opportunity of examining such goods; and

(iii) the Buyer (if asked to do so by the Seller) returns the goods to the Seller’s place of

business at the Buyer’s costs,

The Seller shall, at its option, repair or replace the defective goods, or refund the price of the

defective goods in full.

(c) The Seller shall not be liable for goods failing to comply with the warranty as set out in clause

16(a) in any of the following events:

(i) the Buyer makes any further use of the goods after giving notice in accordance with

clause 16(b);

(ii) the defect arises because the Buyer failed to follow the Seller’s oral or written

instructions as to the storage and use of the goods or (if there are none) good trade

practice regarding the same;

(iii) the defect arises from the Seller following any drawing, design or specification supplied

by the Buyer;

(iv) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal

storage or working conditions; or

(v) the goods differ from their description or agreed specification as a result of changes

made to ensure they comply with applicable statutory or regulatory requirements.

(d) Except as provided in this clause 16, the Seller shall have no liability to the Buyer in respect of

the goods failing to comply with the warranties set out in clause 16(a)

(e) The terms implied by Section 13 – 15 of the Sale of Goods Act 1979 are, to the fullest extent

permitted by law, excluded from any contract between the Buyer and the Seller.

17. ASSIGNMENT AND OTHER DEALINGS

The Seller may at any time assign, transfer, mortgage, charge, subcontract or deal in any other matter

with all or any of his rights or obligations under any contract between the Buyer and the Seller. The

Buyer may not assign, transfer, mortgage, charge, subcontract, declare a trust over or deal in any

manner with any or all of its rights or obligations under any contract between the Buyer and the Seller

without the prior written consent of the Seller.

18. NOTICES

(a) Any notice or other communication given to a party under or in connection with any contract

between the parties shall be in writing addressed to that party at its registered office (if it is a

company) or its principal place of business (in any other case) or such other address as that

party may have specified to the other party in writing in accordance with this clause, and shall

be delivered personally, sent by pre-paid first-class post or other next working day delivery

service, commercial courier, fax or email.

(b) A notice or other communication shall be deemed to have been received: if delivered

personally, when left at the address referred to in clause 18(a); if sent by pre-paid first-class

post or other next working day delivery service at 9.00am on the second business day after

posting; if delivered by commercial courier, on the date and at the time that the courier’s

delivery receipt is signed; or, if sent by fax or email, one business day after transmission.

(c) The provision of this clause shall not apply to the service of any proceedings or other

documents in any legal action.

19. SEVERANCE

(a) If any provision or part provision of any contract between the parties is or becomes invalid,

illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make

it valid, legal and enforceable. If such modification is not possible, the relevant provision or part

provision shall be deemed deleted. Any modification to or deletion of a provision or part

provision under this clause shall not affect the validity and enforceability of the rest of the

contract.

(b) If any provision or part provision of the contract is invalid, illegal or unenforceable the parties

shall negotiate in good faith to amend such provisions so that, as amended, it is valid, legal and

enforceable and, to the greatest extent possible, achieves the intended commercial result of the

original provision.

20. WAIVER

The waiver of any right or remedy under the contract or law is only effective if given in writing and

shall not be deemed a waiver of any subsequent breach or default. No failure or delay by a part to

exercise any right or remedy provided under the contract or by law shall constitute a waiver of that or

any other right or remedy, nor shall it prevent or restrict the further exercise of that of any other right

or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further

exercise of that or any other right or remedy.

21. THIRD PARTY RIGHTS

A person who is not a party to the contract shall not have any rights to enforce these terms.

22. VARIATION

Except as set out in these terms and conditions, no variation of the contract, including the introduction

of any additional terms and conditions, shall be effective unless it is in writing signed by the Seller.

23. GOVERNING LAW

The contract, and any dispute or claim arising out of or in connection with it or its subject matter or

formation (including non-contractual disputes and claims) shall be governed by and construed in

accordance with the law of England and Wales.

24. JURISDICTION

Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction

to settle any dispute or claim arising out of or in connection with this contract or its subject matter or

formation (including non-contractual disputes or claims).