

LEGASTAT TERMS AND CONDITIONS OF BUSINESS

1. INTERPRETATION

1.1 Definitions. In these Terms and Conditions, the following definitions apply:

Business Day: a day (other than a Saturday, Sunday or a public holiday) when banks in London are open for business.

Conditions: these terms and conditions as amended from time to time in accordance with clause 13.9.

Contract: the contract between the Supplier and the Customer for the supply of Goods and/or Services in accordance with these Terms and Conditions.

Customer: the person or firm who purchases the Goods and/or Services from the Supplier.

Delivery Location: has the meaning set out in clause 3.1.

Force Majeure Event: has the meaning given to it in clause 13.1(a).

Goods: the goods (or any part of them) to be supplied to the Customer and as set out in the Order.

Intellectual Property Rights: all patents, rights to inventions, utility models, copyright and related rights, trade marks, service marks, trade, business and domain names, rights in trade dress or get-up, rights in goodwill or to sue for passing off, unfair competition rights, rights in designs, rights in computer software, database right, topography rights, moral rights, rights in confidential information (including know-how and trade secrets) and any other intellectual property rights, in each case whether registered or unregistered and including all applications for and renewals or extensions of such rights, and all similar or equivalent rights or forms of protection in any part of the world.

Order: the Suppliers prescribed order form detailing the Goods and/or Services to be supplied.

Premises: the Premises of the Supplier at either 57 Carey Street, London, WC2A 2JB or 27-29 Cursitor Street, London, EC4A 1LT, as applicable.

Services: the services supplied by the Supplier to the Customer as described on the Order being on or more of copying, printing and scanning.

Supplier: LEGASTAT LIMITED of 57 Carey Street, London, WC2A 2JB registered in England and Wales with company number 03807082.

2. BASIS OF CONTRACT

2.1 The Order constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms and Conditions.

2.2 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Supplier which is not set out in the Contract.

2.3 These Terms and Conditions apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

2.4 No employee, servant or agent of the Supplier has any authority to vary or waive any of the terms herein.

3. DELIVERY OF GOODS

3.1 The Supplier shall deliver the Goods to the location set out in the Order or such other location as the parties may agree (**Delivery Location**) at any time after the Supplier notifies the Customer that the Goods are ready.

3.2 If the Customer has made arrangements to collect the Goods from the Supplier's Premises he will do so within five Business Days of the Supplier notifying the Customer that the Goods are ready unless a longer period of time has been agreed by the Supplier.

3.3 Delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location.

3.4 Any delay by the Supplier to deliver the Goods, shall not give rise to any liability of the Supplier unless a guarantee of delivery or completion has been given in writing by the Supplier, expressly stating that the Supplier guarantees delivery or completion within a specified time. The Supplier shall

have no liability whatsoever for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event or the Customer's failure to provide the Supplier with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.

3.5 The Supplier reserves the right to make a charge for delivery where the Delivery Location is further than 2 miles from the Premises.

4. QUALITY OF GOODS

4.1 The Supplier warrants that on delivery the Goods shall be of satisfactory quality (within the meaning of the Sale of Goods Act 1979) and be fit for any purpose held out by the Supplier.

4.2 The Customer must inform the Supplier of any defects or claims relating to the Goods within 3 days of delivery and if so requested, the Customer must return the Goods in their original wrappings to the Supplier. Where a breach of Clause 4.1 has occurred, subject to Clause 4.3, the Supplier shall, at its option repair, replace or refund the Goods.

4.3 The Supplier shall not be liable for the Goods' failure to comply with the warranty in clause 4.1 where:

- (a) the Customer makes any further use of such Goods after giving a notice in accordance with clause 4.1;
- (b) the defect arises because the Customer failed to follow the Supplier's oral or written instructions as to the storage, installation, commissioning, use or maintenance of the Goods or (if there are none) good trade practice;
- (c) the defect arises as a result of the Supplier following any drawing, design or specification supplied by the Customer;
- (d) the Customer alters or repairs such Goods without the written consent of the Supplier;
- (e) the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal working conditions;
- (f) the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulatory standards.

4.4 Except as provided in this clause 4, the Supplier shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 4.1.

4.5 These Terms and Conditions shall apply to any repaired or replacement Goods supplied by the Supplier under clause 4.1.

4.6 Where the Goods and/or Service supplied by the Supplier incorporate goods supplied by third parties, the Supplier shall have no liability for the quality of such Goods and shall provide on the same on an 'as is' warranty free basis in the capacity of a reseller.

5. TITLE AND RISK

5.1 The risk in the Goods shall pass to the Customer on either:

- (a) the Supplier picking the Goods up from the Supplier's Premises; or
- (b) the Supplier delivering the Goods to the Customer at the Delivery Location and delivery shall be deemed complete upon signature by the Customer or any person representing the Customer of the delivery note relating to the delivery.

5.2 Title to the Goods shall not pass to the Customer until the Supplier has received payment in full (in cash or cleared funds) for:

- (a) the Goods; and
- (b) any other goods that the Supplier has supplied to the Customer in respect of which payment has become due.

5.3 Until title to the Goods has passed to the Customer, the Customer shall hold the Goods on a fiduciary basis as the Supplier's bailee but the Customer may resell or use the Goods in the ordinary course of its business

5.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(f), or the Supplier reasonably believes that any such event is about to happen and notifies the Customer accordingly, then, provided the Goods have not been resold, or irrevocably incorporated into another product, and without limiting any other right or remedy the Supplier may have, the Supplier may at any time require the Customer to deliver up the Goods and, if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

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6. SUPPLY OF SERVICES

- 6.1 The Supplier shall provide the Services to the Customer in accordance with the specification, if any, set out on the Order in all material respects.
- 6.2 The Supplier shall use all reasonable endeavours to meet any performance dates for the Services specified, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 6.3 The Supplier shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and the Supplier shall notify the Customer in any such event.

7. CHARGES AND PAYMENT

- 7.1 The price for Goods and/or Services shall be the price set out in the Order or, if no price is quoted, the price set out in the Supplier's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 7.2 The Supplier shall invoice the Customer on or at any time after the despatch of the Goods or the completion of the Service.
- 7.3 The Customer shall pay the invoice submitted by the Supplier:
 - (a) Strictly within 30 days following the despatch of the Goods or the completion of the Service; and
 - (b) in full and in cleared funds to a bank account nominated in writing by the Supplier, and time for payment shall be of the essence of the Contract.
- 7.4 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of value added tax chargeable from time to time (VAT). Where, VAT (or any equivalent tax) is or becomes chargeable on any services supplied by the Supplier to the Customer and the Supplier is required to account to any tax authority, the Customer shall, subject to the receipt of an invoice, pay the Supplier (in addition to, and at the same time as, any other consideration for that supply) the amount of such VAT or equivalent tax.
- 7.5 All taxes, charges, levies, assessments and other fees of any kind imposed on the purchase or import of the Goods shall be the responsibility of, and for the account of, the Customer.
- 7.6 Without limiting any other right or remedy of the Supplier, if the Customer fails to make any payment due to the Supplier under the Contract by the due date for payment (**Due Date**), the Supplier shall have the right to:
 - (a) charge interest on the overdue amount at the rate of 2 per cent per cent per month on the amount overdue;
 - (b) cancel part or all of any discount allowed to the Customer on the overdue invoice; and
 - (c) recover from the Customer any increased cost of Goods and/or Services already provided;
 - (d) cancel or suspend any other orders outstanding or in progress.
- 7.7 Invoices must be retained as there will be a charge for reprints of invoices.
- 7.8 The Supplier's prices and discounts change on a regular basis and although every effort is made to give notice of such changes, the Supplier shall not be bound to give any particular discount or price to the Customer unless the same is specified in the Order.
- 7.9 The Customer shall pay all amounts due under the Contract in full without any deduction or withholding except as required by law and the Customer shall not be entitled to assert any credit, set-off or counterclaim against the Supplier in order to justify withholding payment of any such amount in whole or in part. The Supplier may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by the Supplier to the Customer.

8. INTELLECTUAL PROPERTY RIGHTS

- 8.1 All Intellectual Property Rights in or arising out of or in connection with the Services shall be owned by the Supplier unless otherwise agreed.
- 8.2 The Customer represents and warrants that it has the right to use, and to authorise the Supplier to use on its behalf, any materials provided to the Supplier (**Materials**) for the purposes of providing the Goods and/or

Services and that the Supplier copying, adapting, storing or using any Materials in the course of providing the Good and/or Services will not result in a breach of any third party Intellectual Property Rights within such Materials.

- 8.3 The Customer shall indemnify and hold harmless the Supplier against all actions, proceedings, claims and demands and any losses, costs, damages or expenses the Supplier may suffer as a result of the Customer's breach of any of the warranties and/or representations contained in Clause 8.2 or arising out of any third party claim that the Supplier's use of the Materials breaches the Intellectual Property Rights of any third party.

9. CONFIDENTIALITY

A party (**Receiving Party**) shall keep in strict confidence all technical or commercial know-how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the Receiving Party by the other party (**Disclosing Party**), its employees, agents or subcontractors, and any other confidential information concerning the Disclosing Party's business or its products or its services which the Receiving Party may obtain. The Receiving Party shall restrict disclosure of such confidential information to such of its employees, agents or subcontractors as need to know it for the purpose of discharging the Receiving Party's obligations under the Contract, and shall ensure that such employees, agents or subcontractors are subject to obligations of confidentiality corresponding to those which bind the Receiving Party. This clause 9 shall survive termination of the Contract.

10. LIMITATION OF LIABILITY: THE CUSTOMER'S ATTENTION IS PARTICULARLY DRAWN TO THIS CLAUSE

- 10.1 Nothing in these Conditions shall limit or exclude the Supplier's liability for:
 - (a) death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;
 - (b) fraud or fraudulent misrepresentation;
 - (c) breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);
 - (d) breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or
 - (e) defective products under the Consumer Protection Act 1987.
- 10.2 Subject to clause 10.1:
 - (a) the Supplier shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract ; and
 - (b) the Supplier's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the price of the Goods and Services supplied.
- 10.3 Except as set out in these Conditions, all warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 10.4 This clause 10 shall survive termination of the Contract.

11. TERMINATION

- 11.1 Without limiting its other rights or remedies, the Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if the Customer:
 - (a) commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within [14] days after receipt of notice in writing of the breach;
 - (b) suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or (being a company) is deemed unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or (being an individual) is deemed either unable to pay its debts or as having no reasonable prospect of so doing, in either case, within the meaning of section 268 of the Insolvency Act 1986 or (being a partnership) has any partner to whom any of the foregoing apply;
 - (c) commences negotiations with all or any class of its creditors with a view to rescheduling any of its debts, or makes a proposal for or enters into any compromise or arrangement with its creditors;

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- (d) a petition is filed, a notice is given, a resolution is passed, or an order is made, for or in connection with the winding up of the Customer (being a company) other than for the sole purpose of a scheme for a solvent amalgamation of the other party with one or more other companies or the solvent reconstruction of that other party;
 - (e) (being an individual) is the subject of a bankruptcy petition or order;
 - (f) suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business; or
 - (g) any event occurs, or proceeding is taken, with respect to the other party in any jurisdiction to which it is subject that has an effect equivalent or similar to any of the events mentioned in clause 11.1(b) to clause 11(f) (inclusive).
- (a) Any notice to be given or made under this Agreement shall be in writing and delivered by hand or sent by first class prepaid registered delivery letter, fax or email to the address and for the attention of the other party as set out in the Order or such other address as shall be notified from time to time and such notice shall be deemed to be received:
 - (b) if hand delivered or sent by prepaid recorded or special delivery prepaid international recorded airmail, at the time of receipt;
 - (c) in the case of email, 24 hours from the time of transmission unless the sender has received notification that such email has not been successfully delivered;
 - (d) in the case of fax, at the time of transmission,

11.2 Without limiting its other rights or remedies, the Supplier shall have the right to suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and the Supplier if:

- (a) the Customer fails to make pay any amount due under this Contract on the due date for payment; or
- (b) the Customer becomes subject to any of the events listed in clause 11.1(b) to clause 11.1(f), or the Supplier reasonably believes that the Customer is about to become subject to any of them.

12. CONSEQUENCES OF TERMINATION

12.1 On termination of the Contract for any reason:

- (a) the Customer shall immediately pay to the Supplier all of the Supplier's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, the Supplier shall submit an invoice, which shall be payable by the Customer immediately on receipt;
- (b) the Customer shall return all of the Supplier Materials and any Deliverables which have not been fully paid for. If the Customer fails to do so, then the Supplier may enter the Customer's premises and take possession of them. Until they have been returned, the Customer shall be solely responsible for their safe keeping and will not use them for any purpose not connected with this Contract;
- (c) the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
- (d) clauses which expressly or by implication have effect after termination shall continue in full force and effect.

13. GENERAL

13.1 Force majeure:

- (a) For the purposes of this Contract, **Force Majeure Event** means an event beyond the reasonable control of the Supplier including but not limited to strikes, lock-outs or other industrial disputes (whether involving the workforce of the party or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm, unavailability of and restrictions on supplies, non-delivery or delay in delivery of any materials, default of suppliers or subcontractors and any other circumstance which directly or indirectly interrupts or hinders the due performance of this Contract.
- (b) The Supplier shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
- (c) If the Force Majeure Event prevents the Supplier from providing any of the Services and/or Goods for more than [4] weeks, the Supplier shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.

13.2 Assignment and subcontracting:

- (a) The Supplier may at any time assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- (b) The Customer shall not, without the prior written consent of the Supplier, assign, transfer, charge, subcontract or deal in any other manner with all or any of its rights or obligations under the Contract.

13.3 Notices:

provided that, if deemed receipt occurs before 9.00am on a Business Day, the notice shall be deemed to have been received at 9.00am on that day and, if deemed receipt occurs after 5.00pm on a Business Day or on any day which is not a Business Day, the notice shall be deemed to have been given at 9.00am on the next Business Day.

13.4 Information: In accordance with the Supplier's current information security policy, the Supplier shall delete all electronic data provided by the Customer within 30 days of the completion of the Order unless otherwise notified to the Customer in writing.

13.5 No Waiver: The failure to exercise or delay in exercising a right or remedy under this Agreement shall not constitute a waiver of the right or remedy or a waiver of any other rights or remedies and no single or partial exercise of any right or remedy under this Agreement shall prevent any further exercise of the right or remedy or the exercise of any other right or remedy. The rights and remedies contained in this Agreement are cumulative and not exclusive of any rights or remedies provided by law.

13.6 Severability: If a Court decides that any provision of this Agreement cannot be enforced, that particular part of the Agreement will not apply but the rest will. However the parties will negotiate in good faith to restate such provision to reflect the original intentions of the parties as nearly as possible in accordance with applicable law, and the remaining provisions of this Agreement. The invalidity, illegality or unenforceability of any provisions or part of any provision of this Agreement shall not affect or impact the continuation in force of the remainder of this Agreement, or provisions as the case may be.

13.7 No partnership: Nothing in the Contract is intended to, or shall be deemed to, constitute a partnership or joint venture of any kind between any of the parties, nor constitute any party the agent of another party for any purpose. No party shall have authority to act as agent for, or to bind, the other party in any way.

13.8 Third parties: A person who is not a party to the Contract shall not have any rights under or in connection with it.

13.9 Variation: Except as set out in these Conditions, any variation, including the introduction of any additional terms and conditions, to the Contract shall only be binding when agreed in writing and signed by the Supplier.

13.10 Governing law and jurisdiction: This Contract, and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with, English law, and the parties irrevocably submit to the exclusive jurisdiction of the courts of England and Wales.