

1. PRELIMINARY

KOENIG & BAUER (UK) Limited. ("KOENIG & BAUER") agrees to supply goods and services to the Buyer subject to the terms and conditions set out below. Any changes to these conditions must be approved in writing by KOENIG & BAUER. These terms and conditions shall override and replace any other terms and conditions mentioned in any document or communication with the Buyer (whether before or after notification of these terms and conditions) except for KOENIG & BAUER's General Terms of Supply.

2. TIME

Any period or times stated for delivery or for compliance with any other obligations of KOENIG & BAUER are estimates only and may be varied if it is reasonable to do so. Changes in specification or additional work or revised instructions relating to any aspect of the Contract will entitle KOENIG & BAUER to vary any estimates of price and/or time for completion of the Contract.

3. PRICES

Unless otherwise stated prices are for delivery ex-KOENIG & BAUER's premises and are subject to KOENIG & BAUER's right to increase any price to take account of delivery charges, insurance costs, special handling charges (if any) and/or packaging charges (if any), agreed changes in the specifications or changes in any taxes, duties or levies charged on or in relation to the goods and/or services used on or in relation to this contract and/or any extra costs or expense incurred by KOENIG & BAUER as a result of site conditions, delays, interruptions, lack of information, changes in exchange rates and/or without limitation any event outside KOENIG & BAUER's control.

4. DESPATCH AND DELIVERY

(a) Where despatch is delayed through the Buyer's unwillingness or inability to arrange carriage or to make any payment due prior to despatch KOENIG & BAUER may effect delivery of the goods by giving written notice that it is ready for despatch.

(b) If the goods are stored by KOENIG & BAUER at the Buyer's request or after notice has been given that the goods are ready for despatch the Buyer shall reimburse KOENIG & BAUER for all costs and expenses of storage (including any necessary transit costs and insurance).

5. SHIPMENT

(a) The Buyer shall be responsible for inspecting the goods on arrival and shall notify KOENIG & BAUER immediately if there is any damage, discrepancy or shortage or within 7 days after receipt of notice of despatch in the event of non-arrival.

(b) The Buyer specifically authorises KOENIG & BAUER to make any such contract of carriage and/or insurance on behalf of the Buyer as KOENIG & BAUER considers necessary and KOENIG & BAUER will be under no obligation to notify the Buyer in advance so as to enable the Buyer to insure the goods during sea transit (if any). The Buyer shall be responsible for complying with all conditions and requirements of the carriers.

6. PROPERTY RISK AND INSURANCE

(a) Property in the goods shall remain with KOENIG & BAUER until KOENIG & BAUER has received the full amount of the price or until sale by the Buyer in which latter event KOENIG & BAUER shall be entitled to the proceeds of resale or to claim for such proceeds. So long as Property in the goods remains with KOENIG & BAUER and the Buyer is in default of any obligation under the Contract KOENIG & BAUER shall have the right with or without prior notice to the Buyer to re-take possession of the goods and for that purpose to go upon any premises occupied by the Buyer and on such re-taking of possession the Contract shall be terminated but without prejudice to the rights of KOENIG & BAUER to enforce any other or additional remedy existing at the time of termination in respect of such default.

(b) The risk in the goods shall pass to the Buyer on despatch, afterwards the Buyer shall be responsible for the satisfactory care and protection of the goods and shall take out at its own expense adequate and comprehensive all risks cover on the goods (with a note listing KOENIG & BAUER's interest) until KOENIG & BAUER has received payment of the price in full.

(c) If before property in the goods passes to the Buyer:

- It ceases, or threatens to cease, to carry on all or substantially the whole of its business;
- It enters into any composition or arrangement with its creditors; an order is made or resolution is passed, or any analogous proceedings are taken for the winding-up, administration or dissolution (other than for the purposes of a solvent amalgamation or reconstruction);
- Any liquidator, trustee in bankruptcy, receiver, administrative receiver, administrator or similar officer is appointed over or in respect of the other party or any part of its business or assets;
- A creditor attaches or takes possession of, or a distress, execution, sequestration or other such process is levied or enforced on or sued against, the whole or any part of its assets and such attachment or process is not discharged within 5 days;
- There is a change of control of the Buyer (within the meaning of section 840 of the Income and Corporation Taxes Act 1988);

then, without limiting any other right or remedy that KOENIG & BAUER may have, KOENIG & BAUER may at any time require the Buyer to deliver up the goods and, if the Buyer fails to do so promptly, enter any premises of the Buyer or of any third party where the goods are stored in order to recover them.

7. PAYMENT

(a) Payment terms will be agreed on acceptance of an order and will be stated on your invoice.

(b) In no case shall any dispute concerning any item or separate part of the goods or work or any further contractual obligation of KOENIG & BAUER to the Buyer affect the Buyer's obligation in respect of payments for other parts; and if any part or instalment of the price is not paid when due, or the Buyer incurs bankruptcy, insolvency, liquidation or the appointment of a Receiver, the full price of the goods less any sums already paid in respect of the goods and/or work done by KOENIG & BAUER shall immediately become due and payable by the Buyer and KOENIG & BAUER may as its option cancel the Contract or cancel or suspend despatch.

(c) Without prejudice to any other right of KOENIG & BAUER all overdue payments shall carry interest at the rate of two per cent per calendar month on the amount or amounts for the time being outstanding.

8. FORCE MAJEURE AND FRUSTRATION

KOENIG & BAUER shall in any event not be liable for loss or damage and shall be entitled to cancel or rescind the Contract or to defer the date of delivery or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer), if the performance of its obligations under the Contract is any way adversely affected by any cause whatsoever beyond KOENIG & BAUER's reasonable control including but not limited to the delays or defaults of supplies or the default of any sub-contractor, war, strike, labour disputes, trade dispute, flood or other acts of God, governmental actions, war or national emergency, acts of terrorism, civil commotion, fire, explosion, accident to plant or machinery, delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 30 days, the Buyer shall be entitled to give notice in writing to KOENIG & BAUER to terminate the Contract.

9. CANCELLATION

No contract or order may be cancelled without KOENIG & BAUER's written consent and in the event that cancellation is agreed for whatever reason the Buyer shall indemnify KOENIG & BAUER against all costs, claims, loss and expenses occasioned as a result including any consequential loss and loss of profits. In instances where an order is cancelled with KOENIG & BAUER's agreement, a re-stocking fee of 10% of the part value not exceeding £20,000 shall apply and the Buyer agrees this as a fair handling charge.

10. GENERAL

(a) KOENIG & BAUER's liability to the Buyer (including any liability for the acts or omissions of its employees, agents and sub-contractors) under the Contract is limited in contract, tort (including negligence or breach of statutory duty), inadvertent misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price or alternately to making good defects or failures. In the event of unreasonable delay in delivery or compliance with any other obligations, KOENIG & BAUER's liability shall not exceed 10% of the Contract price. KOENIG & BAUER shall not in any circumstances be liable for any loss, damage or expense (including indirect and consequential loss or damage) of any nature howsoever arising, and including but not limited to any loss resulting directly or indirectly from the negligent act or default of KOENIG & BAUER, its servants, agents or suppliers or from anything supplied or specified by the Buyer or from failure to or delay in supply of any such thing. The Buyer shall reimburse KOENIG & BAUER for all costs, expenses, losses and damages arising directly or indirectly from the use of or late/non-delivery of anything supplied or specified by the Buyer.

(b) KOENIG & BAUER shall not be liable to the Buyer for loss of profit, loss of business or depletion of goodwill in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

(c) If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.

(d) Failure or delay by KOENIG & BAUER in enforcing or partially enforcing any provision of the Contract shall not be treated as a waiver of any of its rights under the Contract and any waiver by KOENIG & BAUER of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.

11. LAW

This contract shall be interpreted in accordance with the laws of England and any disputes will be subject to the jurisdiction of the English Courts.