a. "These Conditions of Sale shall govern the contracts between the supplier (PIN Communications) and the Customer to the exclusion of any other terms and conditions subject to which any such quotation is accepted or purported to be accepted or any such order is made or purported to be made by the customer.

b. These conditions override any differing conditions which may appear on the Customer's Order Form or other document and no variation to these conditions shall be binding unless agreed in writing between the Buyer and the Seller."

1. Cost Variation: Quotations or Estimates are based upon the supplier's current costs and are subject to amendment on or after acceptance at any time to meet any rise or fall in such costs.

2. Tax: Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the supplier reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

3. Preliminary Work: All work produced at the customer's request, whether experimental or otherwise will be charged for.

4. Poor Copy: The supplier reserves the right to charge for additional work involved where copy supplied is not clear or legible.

5. Proof Work: Corrections on or after first proofs, including alterations in style, type or layout, shall be charged extra. Proofs of all work may be submitted for customer's approval and no responsibility or liability will be accepted for any errors in proofs not corrected by the customer in proofs so submitted.

6. Quantity Delivered: The supplier will make every effort to deliver the correct quantity ordered but quotations are conditional upon a margin of ten per cent being allowed for overs or shortages, the same to be charged for or deducted.

7. Retention of Title: Property in any goods detailed in this document shall remain with the supplier until the whole price for such goods has been received by the supplier. Risk in such goods shall pass to the customer on delivery to it or its agents.

8. Delivery and Payment: Unless agreement is made to the contrary and is recorded on the face of this document, goods will be delivered when completed to the customer's address as set out in this document and payment shall be made against delivery. A charge may be made to cover any extra costs involved for delivery to a different address. Should expedited delivery be agreed an extra charge may be incurred and charged to the customer. Should work be suspended at the request of, or delayed through any default of the customer for a period of 30 days, the supplier shall then be entitled to payment

for work already carried out, materials specially ordered and other additional costs including storage charges. If the customer terminates an order or cancels the services originally instructed by the customer and to be delivered by the supplier then at least 60 days written notice must be given before the requested delivery date. Where production capacity, resources and materials have been allocated exclusively in advance, failure to provide adequate notice will give the supplier the right to charge the customer the full estimated cost of all booked and planned work based on commitments made in good faith on the customer's behalf or where time is of the essence. Where more than 60 days' notice has been given by the customer the supplier reserves the right to charge the customer for all materials and services allocated or specially purchased on the customer's behalf and where costs are not recoverable by supplier. In the event any amount payable by the customer to the supplier is improperly delayed the supplier may without prejudice to any other right:

a. charge the customer interest at a rate of three per cent above the base rate current at The Royal Bank of Scotland plc and
b. by giving notice to the customer in writing suspend the performance of any order still to be completed and
c. by further notice to the customer terminate any order still to be completed and
d. provide that if any invoice is not paid within the credit period, all credit periods are cancelled so that all invoices become immediately due for payment.

9. Terms of Payment: The customer shall pay for the price of the services and goods supplied by the supplier to the customer within 30 days of the date of the supplier's invoice, notwithstanding that delivery may not have taken place and the property and the goods may not have passed to the customer. The time of payment of the price shall be of the essence of the contract and if the customer fails to make any payment on the due date then, without prejudice to any other right or remedy available to the supplier the supplier shall be entitled to remedies specified in clause 8.

10. Claims: Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the supplier and the carrier within three clear days of delivery (or in the case of non-delivery within 14 days of despatch of the goods) and any claim in respect thereof must be made in writing to the supplier and the carrier within seven clear days of delivery (or in the case of non-delivery within 14 days of despatch). All other claims must be made in writing to the supplier within 28 days of delivery. No liability will be accepted unless the aforementioned requirements have been complied with except in any particular case where the customer proves that:

a. It was not possible to comply with requirements
b. Advice where required was given and a claim made as soon as reasonably possible.

11. Standing Material: Type may be distributed and/or lithographic, photogravure or other work effaced immediately after the Order is executed unless written arrangements are made to the contrary. In the latter event rents may be charged.

12. Personalisation and Fulfilment Term:

a. All quotations of the supplier are prepared on the basis that materials supplied by the customer will be in accordance with specifications for such materials and all quotations are based on volumes given by the customer to the supplier. All quoted prices are subject to sight of data specifications, samples, final quantities and scheduled details. All prices quoted are valid for 20 days only after which time, unless they are confirmed, may be altered by the supplier without giving notice to the customer.
b. All instructions to the supplier should be confirmed in writing by the customer with the exact details and a purchase order provided.
c. Quantities of all stationery ordered for a project by the supplier are based upon written orders form the customer. The supplier reserves the right to charge for all stationery unused at the end of a project or to top up stationery required to complete a project where numbers are greater than that originally ordered.
d. If the customer fails to deliver stationery requiring personalisation and/or fulfilment to the supplier in accordance with the delivery schedule agreed with the supplier, the supplier reserves the right to make an appropriate charge for waiting time or overtime that may be required to meet the customer's mailing date.
e. Time is of the essence for the receipt of live data files in accordance with the agreed schedule. For same-day processing data files must be received by 14.00 hours. Files received after 14.00 hours will be processed as though received on the next working day unless an alternative arrangement has previously been agreed between the customer and supplier and confirmed in writing.
f. Within 28 days of completion of the mailing, original data and all spare materials will be returned by the supplier to the customer by a suitable method at the customer's expense or must be collected by the customer. Any goods remaining after this date, at the customer's request or otherwise, will be charged at £8.00 per pallet per week.
g. All stationery which is required to be personalised by the supplier must be delivered to the supplier in boxes clearly labelled with the quantity and identity of their contents accompanied by accurate delivery notes. All delivery addresses will be made available to the customer at least 48 hours before delivery by the customer, upon their request.
h. All postage costs are extra, charged direct to the customer's own Post Office account, or (by special arrangement) paid in full prior to mailing. All carriage charges are in addition to quoted prices.

13. Advertising: Where the supplier is contracted to insert the customer's advertising material in any of its third party mailings or to print the customer's advertising material on third party stationery, the following conditions apply:-

a. Any advertising material supplied by the customer must be delivered to the designated address by the time stated in the supplier's Acknowledgement of Order and must be within the specification stated thereon. Any deviation from this may result in a loss of revenue to the supplier and in such cases the loss will be charged to the customer.
b. Any advertising material that the customer may require the supplier to insert in or print on a third-party mailing or stationery shall be submitted for the approval of the third party by the time stated on the Acknowledgement of Order. Any deviation from this may result in a loss of revenue to the supplier should the content of the advertising be ultimately rejected by the third party in which case the supplier shall charge such loss of revenue to the customer.
c. Any quantities quoted by the supplier for the issue of advertising material can only be approximate and the customer will be charged for overs or unders accordingly. Where insufficient advertising material is supplied by the customer the full quantity will be invoiced up to that originally quoted.

14. Liability:
a. The supplier shall not be liable for indirect loss or third-party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit.
b. In the event of defective workmanship for any reason including negligence, the supplier's liability (if any) shall be limited to rectifying such defect.

15. Illegal Matter: The supplier shall not be required to print any matter which in their opinion is of an illegal or libellous nature.

16. Customer's Property: This shall be the customer's responsibility. When supplied, customer's property will be held at the customer's risk. A reasonable charge shall be made for the storage of any customer's property left with the supplier either before receipt of the order, or after notification to the customer of the completion of the work.

17. Force Majeure: The supplier shall be under no liability if he shall be unable to carry out the provisions of the Contract for reasons beyond his control including (without limiting the foregoing) act of God, legislation, war, fire, flood, drought, strikes, lockouts, or other action taken by employees in contemplation or furtherance of a dispute or by reason of any inability to procure materials required for the performance of the Contract. The customer may by written notice to the supplier elect to terminate the contract during the continuance of such a contingency and pay for work done and materials used to such date, but subject to this provision shall otherwise accept delivery when available.

18. Insolvency: If any customer ceases to pay his debts in the ordinary course of business, or fails to pay his debts as they become due, or being a Company is deemed to be unable to pay its debts, or has a winding up petition issued against it, or being a person commits an act of bankruptcy or has a Bankruptcy Petition issued against him, the supplier without prejudice to any other remedies shall:-

a. Be entitled to charge for work already carried out with the right not to proceed further with the contract or any other work for the customer and further to charge for any materials purchased by him for the customer, such charge to be an immediate debt due to him.
b. In respect of all unpaid debts due from the customer, the supplier shall be entitled to a general lien on all goods and property in his possession whether worked on or not and on the expiration of fourteen days' notice the supplier shall be entitled to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts of the customer to him.

19. Periodical Publications: Unless agreement is made to the contrary, the suppliers estimate is given on the basis that not less than three months' notice will be given to terminate any Contract for the printing of monthly publications and not less than one months' notice will be given in the case of weekly publications.

20. Law: These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.