

IBIS TERMS AND CONDITIONS OF SALE AND SUPPLY

Terms and Conditions of Sale and Supply

1. General

a) The following Terms and Conditions shall apply exclusively to all sales and supplies. Any deviating agreement or amendments are only valid if approved expressly by us in writing and shall in any case be only valid for the specific order for which they are agreed upon; for later orders, only our Terms and Conditions of Sale and Supply shall be valid.

The Buyer disclaims his own terms of trade unless he immediately interposes an objection in writing, or when he takes delivery of the goods despite his objection.

b) As long as our Terms and Conditions of Sale and Supply contain no relevant regulation and no other agreements are made, the statutory regulations apply.

2. Offer

Our offers are always made without obligation. Although we establish all of the information in offers, price lists and advertising brochures carefully, this information is non-binding. In particular, provided that nothing to the contrary is explicitly required by the circumstances, it does not represent any statement regarding condition or quality.

3. Order Confirmation

a) All orders, agreements, assurances etc. including those of our representatives are subject to our written confirmation to become valid in law.

b) Queries concerning our order confirmations must immediately be submitted in writing within one week at the latest.

4. Prices

a) Prices are ex works unless otherwise agreed upon and stipulated to the contrary.

b) Our price lists are based on the wage, material and overhead costs prevailing at the time of order confirmation, as well as international exchange rates. If the time between price quotation and equipment order exceeds three months, then prices shall be re-quoted.

c) Rates and taxes introduced or levied at a time after conclusion of the contract shall be at the cost of the Buyer.

d) Prices do not include importation duties and taxes which shall be paid by the Buyer.

5. Delivery Time

a) Delivery periods begin with the date stipulated in our order confirmation, however not before we have received all documents and information from the Buyer that are required to clarify the type of the delivery item in question.

b) If we fall behind schedule, the ordering party must grant us an appropriate period of grace. When this period has expired, he can withdraw from the contract if the goods have not been reported as ready for dispatch by the time the period expires.

c) In cases where we grant retrospective alteration wishes, the delivery periods undertaken by us shall no longer be valid.

d) In the event of force majeure and other unforeseeable, extraordinary and non-culpable circumstances - for example materials procurement difficulties, operational breakdowns, strikes, lockouts, lack of means of transport, official intervention, power supply difficulties, etc., even if these affect the preliminary supplier - the delivery period shall be extended as appropriate if the circumstances hinder the scheduled fulfilment of our obligation. However, we shall invoke the aforementioned circumstances only if the ordering party was notified without undue delay. If the delay in delivery is longer than six months, then each contracting party shall have the right to withdraw from the contract.

6. Packing

a) Goods shall be packed at our discretion in the customary way. Packing costs shall be charged additionally at cost price unless our offered price specifically includes packing.

b) The acceptance of the goods by the forwarder or carrier without objection, shall be deemed proof of correct packing.

c) Packing material is not taken back or reimbursed unless explicitly agreed upon otherwise.

7. Dispatch and Passing of Risks

a) Goods delivered according to agreed dates must immediately be taken.. In case of delays in dispatch requested by the Buyer, we are entitled to store the goods at our discretion and at the Buyer's cost and risk and to charge the Buyer accordingly.

b) Upon delivery to the Buyer, risk passes to the Buyer.

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8. Terms of Payment

- a) Unless agreed upon differently, our terms of payment are cash without discount. The agreed proportion of the purchase price (as stipulated in our offer) must be paid immediately after receipt of the order confirmation.
- b) Offsetting is only allowed against undisputed and legally enforceable counter claims.
- c) We are entitled to demand specific additional pre-payment or securities if the Buyer has defaulted with any due payment or if we receive knowledge of unfavourable financial circumstances of the Buyer which may have a negative effect on the creditability of the Buyer. After a reasonable additional respite we are entitled to cancel the contract or to demand compensation for non-execution of the contract.
- d) Non-payment of our invoices after the agreed date shall result in an extra accrued annual interest payment of 4% above the normal Bank of England lending rate.

9. Reservation of Title

The deliveries shall be made under reservation of title. All goods remain our property until all our present and future claims are satisfied. In case of a current account, the reserved property serves to secure our credit balance. If goods shall not be paid for in full, or if the buyer should become insolvent before paying for the goods then we reserve the right to demand return of the goods to us immediately.

10. Notice of Defect and Warranty

- a) The buyer must notify us of complaints occasioned by incomplete or incorrect deliveries, or of notifications of defects caused by discernible faults in the goods delivered without undue delay, i.e. no later than ten (10) days after the receipt of the goods, directly and in writing whilst providing precise information about the individual defects. Otherwise the goods shall be deemed to have been approved. Notice of non-discernible defects must be given without undue delay.
- b) Our liability for defects in goods supplied by us shall be restricted to a period of one year from the passing of risk to the ordering party.
If complaints are justified, we undertake to carry out improvements free of charge or to procure replacement goods, at our option. If the replacement or improvement is a failure or proves to be impossible, or if the replacement delivery or improvement is refused by us in a breach of trust or not carried out in spite of the setting of an appropriate period of grace, the ordering party shall have the right to choose whether to demand a reduction in the purchase price or withdraw from the contract.
Returns shall not be accepted without prior agreement with us.
- c) Minor deviations from quality, colour, size, weight, etc. that are customary in the trade or technically unavoidable may not be the subject of complaints.
Except for any special warranty provisions, as may be defined in our offer, we shall not take on any responsibility for damage that was incurred for any of the following reasons: unsuitable or improper use, faulty assembly or faulty commissioning by the buyer or third parties, natural wear and tear, faulty or negligent handling, unsuitable operating materials, substitute materials or chemical, electromechanical or electrical influences, provided that these are not attributable to errors by us.
- d) In order to be able to execute all reworks and replacements we discretionarily deem necessary, the Buyer shall grant us ample time and possibility for this purpose, or else we shall be discharged from the warranty of fitness. Only in urgent cases of endangerment to the safety of operation and for protection against disproportionately severe damages, where we must immediately be notified, or when we are in delay in removing the defect, the Buyer is entitled to either repair the defect himself or to have it repaired by a third party and to charge us with the necessary costs incurred.
- e) The guarantee (warranty) period for replacement items delivered in the course of the improvement work shall expire no later than the original guarantee period for the delivered goods. The period of liability for defects in the delivered goods shall be extended by the duration of the operational interruption that was caused by the improvement work.

11. Liability and Damages

- a) We shall not be liable for defects or other derelictions of duty. Exceptions to this provision shall be damages arising from loss of life, injury or health impairments if we were responsible for the dereliction of duty, and other damages that were caused by an intentional or grossly negligent dereliction of duty on our part or a guarantee declared by us. Further exceptions shall be damages for which we are obliged to be liable in accordance with applicable Product Liability Law or which are attributable to a culpable violation of basic contractual obligations. In the latter case, our liability is restricted to foreseeable, typical damage. The dereliction of duty by our legal representative or our vicarious agents shall be on a par with a dereliction of duty by us.
- b) The right of the ordering party to withdraw from the contract subject to the legal prerequisites in the event of a dereliction of duty for which we were responsible (except for defects, see § 10) shall remain unaffected.
- c) We shall not be liable for any consequential losses incurred by the Buyer in relation to the purchase or use of our equipment

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12. Safety and Health Protection

The goods comply with the basic safety and health requirements of EC-Machine Directive (89/392/EWG; 91/368 EWG; 93/44/EWG).

Repairs and maintenance works may only be carried out by specialised personnel of the manufacturer or his authorized representative.

In case of unauthorised modifications carried out without prior consent of the manufacturer or his authorised representative, the issued EC Declaration of Conformity or representation of the manufacturer becomes invalid and according to the EC-Machine Directive the party responsible takes on the role of the manufacturer.

13. Property Rights

We undertake no liability for the export of our goods into areas outside the UK if our goods cause infringements on the property rights of third parties.

14. Place of Fulfilment and Legal Venue

a) Place of fulfilment is High Wycombe, UK

b) As far as the Buyer is a businessman, body corporate under public right or a common fund under public law, our place of business shall be the legal venue for both parties. We shall, however, be free to bring any charges at the place of business of the Buyer.

d) UK law and the above provisions shall exclusively apply to the legal relations between the Buyer and ourselves, whereas the above provisions shall in any case have precedence over possible purchase conditions even if we should not explicitly contradict these conditions again. The validity of the United Nations Convention on Contracts for the International Sale of Goods (CISG) is excluded.

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