

FLINT GROUP - Terms and Conditions of Sale

1. Scope of Application

1.1 Unless the context otherwise requires, the following terms in these Conditions shall have the following meanings:

Conditions means the standard terms and conditions of sale set out in this document and includes any special terms and conditions agreed in writing between the Customer and the Supplier.

Contract means the contract for the sale and purchase of the Goods which expressly or by implication incorporates these Conditions.

Customer means the person who accepts a quotation of the Supplier for the sale of the Goods or whose order for the Goods is accepted by the Supplier.

Force Majeure means any event beyond a party's reasonable control, which by its nature, could not have been foreseen, or, if it could have been foreseen, was unavoidable, including strikes, lockouts or other industrial disputes (whether involving its own workforce or third parties), failure of energy sources or transport network, acts of God, war, terrorism, riot, civil commotion, interference by civil or military authorities, national and international calamity, armed conflict, malicious damage, breakdown of plant or machinery, nuclear, chemical or biological contamination, sonic boom, explosions, collapse of building structures, fires, floods, storms, earthquakes, loss at sea, epidemics or similar events, natural disasters or extreme adverse weather conditions or default of suppliers or sub-contractors. **Goods** means the goods or materials which the Supplier is to supply in accordance with these Conditions.

Order means the Customer's order for Goods as set out in written purchase order or the Customer's written acceptance of the Supplier's quotation.

Supplier means **Flint Ink (U.K.) Limited** (Company Number 3261653) whose registered office is at PO Box 186, Old Heath Road, Wolverhampton, WV1 2QT, **Flint CPS Inks UK Limited** (Company Number 3256359) whose registered office is at Old Heath Road, Wolverhampton, WV1 2QT, **Day International (U.K.) Limited** (Company Number SC031497) whose registered office is at Flint Group Works, Old Glamis Road, Dundee, DD3 8HN, **Day International TM (UK) Limited** (Company Number 10629771) whose registered office is at PO BOX 186 Old Heath Road, Wolverhampton, WV1 2QT or **Druckfarben Ltd.** (Company Number 3715747) whose registered office is at PO BOX 186 Old Heath Road, Wolverhampton, WV1 2QT.

1.2 Any reference in these Conditions to any provision of a statute shall be construed as a reference to that provision as amended, re-enacted or extended at the relevant time. The headings in these Conditions are for convenience only and shall not affect their interpretation.

2. Basis of the Sale

2.1 The Supplier shall sell and the Customer shall purchase the Goods in accordance with any written quotation of the Supplier which is accepted by the Customer or any Order of the Customer which is accepted by the Supplier, subject in either case to these Conditions.

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

2.3 Unless agreed in writing by the Supplier, the Contract shall not be deemed to incorporate any provisions of any brochures, advertising materials or other documents issued by the Supplier.

2.4 An Order shall only be deemed to be accepted when the Supplier issues a written acceptance of the Order, at which point the Contract shall come into existence.

2.5 No variation to these Conditions shall be binding unless agreed in writing between the authorised representatives of the Customer and the Supplier.

2.6 The Contract constitutes the entire agreement between the parties. The Suppliers' employees or agents are not authorised to make any representations concerning the Goods unless confirmed by the Supplier in writing. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of the Supplier which is not set out in the Contract, and waives any claim for breach of, any such representations, which are not so confirmed.

2.7 Any samples, drawings, descriptive matter or advertising produced by the Supplier and any descriptions contained in the Supplier's catalogue or brochures are produced for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract or have any contractual force. Any typographical, clerical or other error or omission in any sales literature, quotation, price list, acceptance of offer, invoice or other document or information issued by the Supplier shall be subject to correction without any liability on the part of the Supplier.

2.8 A quotation for the Goods given by the Supplier shall not constitute an offer.

3. Orders and Specification

3.1 No Order submitted by the Customer shall be deemed to be accepted by the Supplier unless and until confirmed in writing by the Suppliers' authorised representative.

3.2 The Customer shall be responsible to the Supplier for ensuring the accuracy of the terms of any Order (including any applicable specification) submitted by the Customer, and for giving the Supplier any necessary information relating to the Goods within sufficient time to enable the Supplier to perform the Contract.

3.3 The quantity, quality and description of and any specification for the Goods shall be those set out in the Suppliers' quotation (if accepted by the Customer) or the Order (if accepted by the Supplier).

3.4 The Supplier reserves the right to make any changes in the specification of the Goods which are required to conform with any applicable statutory or EC requirements or, where the Goods are to be supplied to the Supplier's specification, which do not materially affect their quality or performance. The Suppliers' policy is one of continuous improvement and the right to change a specification without notice is reserved.

3.5 No Order which has been accepted by the Supplier may be cancelled by the Customer except with the agreement in writing of the Supplier and on terms that the Customer shall indemnify the Supplier in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the Supplier as a result of cancellation.

3.6 The Supplier reserves the right to cancel any Order submitted by the Customer at any time without any liability on the part of the Supplier.

3.7 No variation of an Order shall be accepted by the Supplier unless and until confirmed in writing by the Supplier and the variation of an Order shall be subject to any reasonable changes in relation to price, delivery date and payment terms of the Goods which have arisen since the original Order was submitted.

4. Price of the Goods and Co-operation

4.1 The price of the Goods shall be the Suppliers' quoted price or, where no price has been quoted (or a quoted price is no longer valid), the price listed in the Suppliers' published price list current at the date of acceptance of the Order. All prices quoted are valid for 30 days only or until earlier acceptance by the Customer, after which time they may be altered by Flint without giving notice to the Customer. Flint's quotations do not constitute offers; they may be withdrawn or amended at any time until an Order has been placed by the Customer and accepted by Flint.

4.2 The Supplier reserves the right, by giving notice to the Customer at any time prior to delivery, to increase the price of the Goods to reflect any increase in the cost to the Supplier beyond the control of the Supplier (such as, without limitation, any foreign exchange fluctuation, currency regulation, alteration of duties, and taxes, significant increase in the costs of labour, materials or other costs of manufacture), any change in delivery dates, quantities or specifications for the Goods which is requested by the Customer, any delay caused by any instructions of the Customer or failure of the Customer to give adequate information or instructions.

4.3 Except as otherwise stated in the Contract or stipulated in writing by the Supplier, the price for the Goods shall exclude transport, packaging and insurance. The price is exclusive of any applicable Value Added Tax (VAT), which the Customer shall be additionally liable to pay to the Supplier.

5. Terms of Payment and Credit Terms

5.1 Subject to any special terms agreed in writing between the Customer and the Supplier and the provisions of Clause 5.2 and 5.3, the price for the Goods is to be received by the Supplier within 14 days of the date of the Suppliers' invoice for the Goods.

5.2 The Supplier reserves the right to require a deposit or the full price to be paid before Goods are delivered to the Customer.

5.3 The Supplier may, at its discretion, give credit facilities to its Customers. If a credit account is opened, the Customer will be notified of its credit limit and any changes to that limit. The amount of credit to be given at any time shall be at the discretion of the Supplier. In the event that the credit limit is exceeded without the prior written consent of the Supplier, the Customer fails to pay any amount due in accordance with the credit account, or the Customer is otherwise in breach of the credit terms, then the Supplier reserves the right to demand immediate payment of all moneys owing by the Customer to the Supplier, whether or not such moneys have fallen due to be paid in accordance with Clause 5.1 or the terms of the Customer's credit facility with the Supplier.

5.4 The Supplier shall be entitled to recover the price notwithstanding that title in the Goods may not have passed to the Customer. Time of payment of the price shall be of the essence of the Contract.

5.5 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 (A) disallow any discounts in the price to which the Customer may have been entitled; (B) cancel the Contract or suspend any further deliveries to the Customer; (C) appropriate any payment made by the Customer to such of the Goods (or the goods supplied under any other contract between the Customer and the Supplier) as the Supplier may think fit (notwithstanding any purported appropriation by the Customer); and (D) charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above Deutsche Bank AG's (London) base rate from time to time. Such interest shall accrue on a daily basis from the due date until the actual payment of the overdue amount, whether before or after judgement. The Customer shall pay the interest together with the overdue amount. Any payments on overdue invoices are to be credited first against interest and then against the invoice.

5.6 The Customer is not entitled to any set off, counterclaim, deduction or in any way withhold payment due on an invoice.

5.7 If the Customer has a valid claim it must nonetheless pay by the payment date in accordance with Clause 5.1, for all Goods which are not the subject of the claim and all other undisputed charges and invoices.

6. Delivery

6.1 Delivery of the Goods shall be FCA the Supplier's premises in the United Kingdom, as notified in the Supplier's quote, Incoterms 2010 unless otherwise agreed in writing by the parties.

6.2 Any dates quoted for delivery of the Goods are approximate only and the Supplier shall not be liable for any delay in delivery of the Goods howsoever caused. Time for delivery shall not be of the essence unless previously agreed by

the Supplier in writing. The Goods may be delivered by the Supplier in advance of the quoted delivery date upon giving reasonable notice to the Customer.

6.3 The Supplier shall be entitled to deliver the Goods in instalments and each delivery shall constitute a separate contract. If the Supplier fails to deliver any one or more of the instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the whole of the Contract as repudiated.

6.4 If the Customer fails to take delivery of the Goods or fails to give the Supplier adequate delivery instructions at the time stated for delivery (otherwise than by reason of a cause beyond the Customer's reasonable control) or the Suppliers' fault) then, without prejudice to any other right or remedy available to the Supplier, the Supplier may (A) store the Goods until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or (B) if 5 days after the day on which the Supplier notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery, the Seller may resell the Goods at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.

6.5 Delivery, if agreed to be undertaken by the Supplier, is undertaken on the condition that adequate labour and facilities will be made available by the Customer at the Customer's expense and risk to carry out prompt and safe unloading.

6.6 Any shortages, loss of, or damage to Goods in transit must be notified on the delivery note (save where the damage is not apparent) and notified to the carrier and to the Supplier within 2 days of delivery. The packaging and contents must be retained for inspection by the Supplier. If Goods are not received by the Customer within 7 days of the Customer receiving the Suppliers' invoice for those Goods, the carrier and the Supplier must be notified immediately.

6.7 The Customer must voluntarily co-operate in any claim the Supplier may make against suppliers, carriers or insurers, which includes the obligation without charge by the Customer not to dispose of the Goods for a reasonable time or before giving the Supplier a reasonable opportunity to remove the Goods, to provide witnesses or documentary evidence, and to provide reasonable facilities to inspect the Goods. It is the Customer's obligation to arrange for the full co-operation of any third party (other than those third parties contracting with the Supplier) which is reasonably required. The Customer must retain the packaging and consignment note for inspection.

6.8 Intermediate Bulk Containers are not included in the price of the Goods and the Customer must make these available for collection by the Supplier on next delivery or otherwise as requested by the Supplier, except where the Customer or its carrier collected the Goods, then the Customer must return them within a reasonable time or in any event within 7 days of written notice from the Supplier.

7. Risk and Property

7.1 Risk of damage to or loss of the Goods shall pass to the Customer at the time of delivery of the Goods in accordance with condition 6.1. The signature of any person at the place of delivery shall constitute proof of delivery. In addition to any other right to which the Supplier may have by law, the Supplier shall have a general lien on all goods of the Customer in the Suppliers' possession (whether or not paid for) for the unpaid price of any Goods sold and delivered under any Contract.

7.2 Title in the Goods shall not pass to the Customer until the Supplier has received cleared payment in full of the price plus VAT of the Goods and all other goods sold by the Supplier to the Customer for which payment is then due.

7.3 Until such time as title in the Goods passes to the Customer (A) the Customer shall hold the Goods as the Suppliers' fiduciary agent and bailee (B) shall keep the Goods separate from those of the Customer and third parties so that they remain readily identifiable as the Supplier's property (C) properly stored, protected and insured against "all risks" for their full price from the date of delivery to the Suppliers' reasonable satisfaction and identified as the Suppliers' property.

7.4 Until title to the Goods has passed to the Customer, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise). However if the Customer resells the Goods before that time it does so as principal and not as the Supplier's agent and title to the Goods shall pass from the Supplier to the Customer immediately before the time at which resale by the Customer occurs, but the Customer shall account to the Supplier for the proceeds of sale of the Goods, whether tangible or intangible, including insurance proceeds and shall keep all such proceeds separate from any moneys or property of the Customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured, provided the Goods are still in existence and have not been resold, the Supplier shall be entitled at any time to require the Customer to deliver up the Goods to the Supplier and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Goods are stored and repossess the Goods.

7.5 The Customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Goods which remain the property of the Supplier, but if the Customer does so all moneys owing by the Customer to the Supplier shall (without prejudice to any other right or remedy of the Supplier) forthwith become due and payable.

8. Compliance Obligations

8.1 The Buyer is responsible for compliance with all applicable laws, rules, regulations and administrative requirements with respect to its activities pursuant to the contract, including those governing trans-border sales, importation, storage, shipment, transfers of products, economic sanctions, and export controls. The foregoing expressly includes all applicable anti-bribery and corrupt practices laws, including without limitation the Bribery Act 2010 (U.K.), the U.S. Foreign Corrupt Practices Act 1977, and any additional anti-bribery, corruption, commercial bribery, money laundering, or terrorist financing laws applicable to the Buyer. The foregoing also includes all applicable export control and economic sanctions laws.

8.2 Without limiting the foregoing, the Buyer agrees that it will not ship or divert any Goods to Cuba, Syria, Iran, North Korea or Crimea or the respective governments of those countries. The Buyer also agrees that it will not sell any Goods to a customer for use in connection with the proliferation of weapons of mass destruction, including missiles, nuclear, chemical or biological weapons. Finally, the Buyer will not ship any Goods for resale, directly or indirectly, to or through, any customer that is a person or entity: (a) on the Consolidated List of Persons, Groups and Entities Subject to EU Financial Sanctions (https://eeas.europa.eu/headquarters/headquarters-homepage/8442/consolidated-list-sanctions_en); (b) on the U.S. Treasury Department's Office of Foreign Asset Control's List of Specially Designated Nationals and Blocked Persons (<https://sanctionssearch.ofac.treas.gov/>); (c) on the U.S. Commerce Department's Bureau of Industry and Security's Denied Parties List or Entity List (<http://apps.export.gov/csl-search/>; https://www.bis.doc.gov/index.php/forms-documents/doc_view/691-supplement-no-4-to-part-744-entity-list); or (d) that is otherwise prohibited by law from receiving the Goods. The Buyer shall take no action which would subject the Seller to penalties under the aforementioned laws, rules, regulations, or administrative requirements, including laws, rules, regulations, or administrative requirements of the United States, the United Kingdom, and the European Union.

9. Warranties and Liability

9.1 The Supplier warrants to the Customer that the Goods will correspond with their specification and will be free from defects in material and workmanship for a period of 6 months from the date of delivery.

9.2 The Supplier will, free of charge, within a period of 6 months from the date of delivery of any Goods which are proved (following return to the Supplier carriage paid with the Supplier's prior authorization) to the Supplier's reasonable satisfaction to be damaged or defective due to defects in materials and/or workmanship, at the Supplier's option replace such Goods or refund to the Customer the purchase price of such Goods.

9.3 The obligation in Condition 8.2 will only apply where the Customer has notified in writing the Supplier of any defect or suspected defect within 7 days of delivery where the defect should be apparent on reasonable inspection, or within 7 days of the same coming to the knowledge of the Customer where the defect is not one which should be apparent on reasonable inspection, and in any event not later than 6 months from the date of delivery. Any Goods which have been replaced will belong to the Supplier. Any replacement Goods will be subject to these Conditions for the unexpired portion of the 6 month period from the date of delivery of the replaced Goods.

9.4 The above warranty is given by the Supplier subject to the following conditions:

9.4.1 The Supplier shall be under no liability in respect of any defect in the Goods arising from any drawing, design or specification supplied by the Customer;

9.4.2 The Supplier shall be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow the Suppliers' instructions (whether oral or in writing), misuse or alteration or repair of the Goods without the Suppliers' approval or the Goods differ from their description or the specification as result of changes made to ensure they comply with their applicable statutory regulatory requirements;

9.4.3 The Supplier shall be under no liability under the above warranty (or any other warranty, condition or guarantee) if the total price for the Goods has not been paid by the due date for payment.

9.5 Nothing in these Conditions shall limit or exclude the Supplier's liability for:-

(a) for breach of the Supplier's obligations arising under section 12 Sale of Goods Act 1979 or section 2 Sale and Supply of Goods and Services Act 1982;

(b) for personal injury or death resulting from the Supplier's negligence;

(c) under section 2(3) Consumer Protection Act 1987;

(d) for any matter for which it would be illegal for the Supplier to exclude its liability; or

(e) for fraud or fraudulent misrepresentation.

9.6 Subject to Condition 8.4, the Supplier will be under no liability to the Customer whatsoever (whether in contract, tort (including negligence), breach of statutory duty, restitution or otherwise) for any injury, death, damage or direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business depletion of goodwill and like loss) howsoever caused arising out of or in connection with the Contract.

9.7 Except as set out in herein, the Supplier hereby excludes to the fullest extent permissible in law, all conditions, warranties and stipulations, express (other than those set out in the Contract) or implied, statutory, customary or otherwise which, but for such exclusion, would or might subsist in favor of the Customer

9.8 The Supplier shall not be liable to the Customer or be in breach of the Contract by reason of any failure or delay in performing its obligations under the Contract to the extent that such failure or delay is caused by a Force Majeure event.

9.9 The total liability of the Supplier for any claims arising out of or in connection with any Contract whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall not in any circumstances exceed 125% of the price of the Goods.

9.10 The Customer acknowledges that Condition 8 is reasonable and reflected in the price which would be higher without those provisions, and the Customer will accept such risk and (or insure accordingly).

9.11 In respect of Goods not of the Suppliers' manufacture the Supplier will give the Customer a guarantee equivalent to the guarantee (if any), which the Supplier may have received from the supplier of such Goods, but not so as to impose on the Supplier a liability greater than those contained in these Conditions.

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- 10 **Indemnity**
- 10.1 In the event of any claim being made or action being brought against the Customer in respect of infringement of any intellectual property by the manufacture supply or sale of Goods being Goods manufactured according to the designs and specifications of the Supplier the Customer shall notify the Supplier immediately of any such claim being made or action being brought and the Supplier shall be at liberty with the assistance of the Customer if required by and at the Suppliers' expense to conduct all negotiations for the settlement of the same and/or liquidation that may arise therefore.
- 11 **Termination**
- 11.1 The Supplier may terminate the Contract with immediate effect by giving written notice to the Customer if (A) the Customer makes any voluntary arrangement with its creditors or becomes subject to an administration order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); (B) an encumbrance takes possession, or a receiver is appointed, of any of the property or assets of the Customer; (C) the Customer ceases, or threatens to cease, to carry on business; or (D) the Supplier reasonably believes that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.
- 11.2 If Condition 10.1 applies then, without prejudice to any other right or remedy available to it, the Supplier shall be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if Goods have been delivered but not paid for the price shall become immediately due and payable notwithstanding any previous agreement or arrangements to the contrary.
- 11.3 Termination of the Contract howsoever arising shall not affect any of the parties' rights, remedies obligations and liabilities which have accrued as at termination.
- 12 **Repair work**
- 12.1 Quotations for repair work are made on the basis of a preliminary examination of the Goods to be repaired. To ensure a satisfactory repair it may be necessary to replace parts, which on first inspection appear to be re-usable and/or to carry out additional work to that originally quoted for. The Supplier reserves the right to invoice repair work on the basis of ascertained costs. If following receipt of a quotation for the repair of Goods the Customer decides not to proceed, the Supplier reserves the right to charge for dismantling and installation. If within twenty-one days from receipt of a quotation for the repair of goods the Customer does not give any instructions the Supplier will not accept any liability for loss of or damage to any of the Customer's property remaining in its hands. The Supplier reserves the right to arrange for a sub-contractor to carry out repair in which event the Customer shall pay the costs of the sub-contractor unless the repair work is covered by the Suppliers' warranty.
- 13 **Sub-Contractors**
- 13.1 The Supplier shall be entitled to sub-contract the performance of the whole or part of the Contract without prior notice to the Customer. In such event the Supplier contracts for and on behalf of itself and its sub-contractors.
- 13.2 The Customer agrees to provide access for employees and vehicles of the Supplier, its sub-contractors and carriers on or into the Customer's property for the purpose of delivering Goods to the Customer. Neither the Supplier, its sub-contractors or carriers, nor any of their respective employees, shall be liable for any loss, injury or damage caused, whether negligently or otherwise, to any property by or arising out of the entry of such employees or vehicles on or into the Customer's property or any consequential loss or damage arising therefrom.
- 14 **General**
- 14.1 Notices may be given by either party by letter sent by fax transmission or by first class post and addressed to the other party at its principal place of business or last known address or at its registered office and any such notice sent by pre paid recorded post shall be deemed to have been received on the date of delivery receipt.
- 14.2 The Supplier shall be entitled to assign or transfer its rights and obligations under a Contract. The Customer shall not assign the Contract or any benefits or interests arising under the Contract without the prior written consent of the Supplier.
- 14.3 No waiver by the Supplier of any breach of the Contract by the Customer shall be considered as a waiver of any subsequent breach of the same or any other provision.
- 14.3.1 If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby.
- 14.4 A person who is not a party to the Contract shall not have any rights to enforce its terms.
- 14.5 Except as set out in these Conditions, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is in writing and signed by the Supplier.
- 14.6 The Contract in any dispute or claim arising out of or in connection with its subject matter or formation (including non-contractual disputes or claims), shall be governed by, and construed in accordance with the laws of England and Wales.
- 14.7 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).

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