

LOLA PRINT SERVICES LTD TERMS AND CONDITIONS OF TRADING-

These Conditions apply to all supplies of Goods by LOLA PRINT SERVICES LTD unless otherwise specifically agreed in writing by an authorised representative of LOLA PRINT SERVICES LTD.

1. Definitions:

In these terms and conditions the following phrases have the following meanings:

- (a) "Conditions" means the Terms and Conditions of Trading set out herein.
- (b) "Contract" means the contract for the sale and purchase of Goods between LOLA PRINT SERVICES LTD and the Customer, which includes LOLA PRINT SERVICES LTD's Quotation, and is governed by these Conditions.
- (c) "Customer" means the person, firm, company or other entity whose Order for Goods is accepted by LOLA PRINT SERVICES LTD.
- (d) "Goods" means the goods, materials and any other items to be supplied by LOLA PRINT SERVICES LTD to the Customer.
- (e) "Order" means the Customer's order for Goods which is accepted by LOLA PRINT SERVICES LTD and is subject to these Conditions.
- (f) "Proof" means a sample copy of the Goods which may be prepared by LOLA PRINT SERVICES LTD and submitted to the Customer for approval prior to producing the Goods.
- (g) "Quotation" means the quotation prepared by LOLA PRINT SERVICES LTD, which may be provided by email, confirming the cost of the Goods and any special conditions agreed with the Customer.

2. Scope

- (a) LOLA PRINT SERVICES LTD shall supply and the Customer shall purchase the Goods in accordance with the Order and the Quotation. These Conditions shall govern the Contract between LOLA PRINT SERVICES LTD and the Customer and shall prevail over any other terms and conditions put forward by the Customer whether on purchase orders or otherwise.

3. Price

- (a) The price of the Goods shall be the price set out in LOLA PRINT SERVICES LTD's Quotation based on current costs of production, which may be subject to change in accordance with Clause 3(b).
- (b) Unless otherwise agreed in writing, LOLA PRINT SERVICES LTD reserves the right to increase the price of the Goods by giving notice in writing on or at any time after acceptance of Customer's Order to reflect (i) any rise in production costs due to any factor beyond LOLA PRINT SERVICES LTD's reasonable control; (ii) any change in delivery date which is requested by the Customer and agreed to in writing by LOLA PRINT SERVICES LTD; or (iii) any delay caused by the Customer.

4. Delivery and Payment

- (a) LOLA PRINT SERVICES LTD shall use its reasonable endeavours to meet requested delivery dates, but unless otherwise agreed in writing, time shall not be of the essence of this Contract.
- (b) LOLA PRINT SERVICES LTD shall notify the Customer when the Goods are ready for collection and if for any reason Customer fails to take delivery of Goods, LOLA PRINT SERVICES LTD shall be under no obligation to store the same. LOLA PRINT SERVICES LTD may at its discretion, if storage facilities permit, store the Goods until collected by the Customer but such storage shall be at Customer's risk and expense.
- (c) Delivery of Goods to the Customer can be arranged by prior agreement.
- (d) Payment terms shall be strictly 30 days from date of invoice which LOLA PRINT SERVICES LTD may present at any time in advance, or on or after delivery of the Goods. Statutory interest shall apply to late payments in accordance with the Late Payment of Commercial Debts (Interest) Act 1998 (as may be amended from time to time).
- (e) LOLA PRINT SERVICES LTD reserves the right to require advance payment of a non-refundable deposit as a condition of agreeing to supply any Goods.

5. Warranty

- (a) Customer warrants that:
 - (i) it has full authority to reproduce any material in which copyright subsists; and
 - (ii) any design or other materials provided by him, or any design material created by LOLA PRINT SERVICES LTD pursuant to Customer's instructions, is not defamatory or obscene or in any way likely to cause LOLA PRINT SERVICES LTD to infringe any IP rights of any third party or any legislation for the time being in force in England and Wales in the performance of the Contract.
- (b) LOLA PRINT SERVICES LTD reserves the right to refuse to carry out any work which infringes or appears to infringe the copyrights or other IP rights of any third party or which in LOLA PRINT SERVICES LTD's opinion contains any unlawful, defamatory or obscene material.
- (c) Customer shall fully indemnify LOLA PRINT SERVICES LTD in respect of all costs, claims, liabilities and expenses (including any amount paid by LOLA PRINT SERVICES LTD in settlement on legal advice and LOLA PRINT SERVICES LTD's own reasonable legal costs) arising from any claim arising out of matters referred to in this clause.

6. LOLA PRINT SERVICES LTD's Warranty and Liability

- (a) LOLA PRINT SERVICES LTD warrants that it shall use reasonable care and skill in supplying the Goods in accordance with the Customer's Order. This warranty shall apply in place of any implied warranties and all other warranties, conditions and other terms (express or implied, statutory or otherwise) are hereby excluded to the maximum extent permissible by law.
- (b) Where Goods are sold under a consumer transaction as defined by the Consumer Transactions (Restrictions on Statements) Order 1976 (as amended), the statutory rights of the Customer are not affected by these Conditions.
- (c) LOLA PRINT SERVICES LTD shall not be liable to the Customer for:
 - (i) any loss of profit or business opportunities or any purely economic loss;
 - (ii) any indirect, special or consequential losses, damages, costs or expenses whatsoever;
 - (iii) any loss arising from third party claims;
 - (iv) any error, failure or delay in completing the Order.
- (d) LOLA PRINT SERVICES LTD's entire liability under this Contract (if any) shall be limited to rectifying any defects in the Goods, in so far as LOLA PRINT SERVICES LTD is able to do so, and as are notified to LOLA PRINT SERVICES LTD in writing by the Customer within 48 hours of receipt of the Goods, or to a refund of the amount paid to LOLA PRINT SERVICES LTD by the Customer for the Goods.

7. Customer Materials

- (a) LOLA PRINT SERVICES LTD reserves the right to reject any unsuitable materials provided or specified by Customer (including but not limited to any papers, computer disks or CD Roms) and may make additional charges where extra costs are incurred as a result of such materials proving unsuitable during production.
- (b) Artwork or other materials supplied by Customer to LOLA PRINT SERVICES LTD remain at Customer's risk and LOLA PRINT SERVICES LTD accepts no liability for their damage, loss or destruction.
- (c) Encapsulation and lamination of Customer materials are carried out entirely at Customer's own risk. Whilst every reasonable care will be taken, LOLA PRINT SERVICES LTD does not accept any liability for loss or damage incurred during these processes.

8. Proofs

- (a) Proofs are available for Customer's approval on request or will be produced at LOLA PRINT SERVICES LTD's discretion where the price of the Goods is such that Proofs are considered necessary. LOLA PRINT SERVICES LTD reserves the right to charge the Customer for the cost of producing Proofs.
- (b) LOLA PRINT SERVICES LTD shall not be liable for any errors not corrected or notified by Customer after inspecting the Proofs or declining to inspect the Proofs.
- (c) LOLA PRINT SERVICES LTD reserves the right to make an additional charge for corrections, amendments or alterations in style or content, (other than for typographical errors made by LOLA PRINT SERVICES LTD) and for additional Proofs necessitated thereby.

9. Copyright

- (a) Any copyright and design rights in relation to any artwork and physical materials resulting from the same which are originated by LOLA PRINT SERVICES LTD as a result of an Order (including where the Customer's own artwork or materials have been incorporated into the artwork, design or physical materials so originated) shall belong to LOLA PRINT SERVICES LTD and the Customer shall only be entitled to reproduce, or authorise any reproduction of, such design or artwork whether in whole or in part with LOLA PRINT SERVICES LTD's authorisation following full payment by the Customer for the Goods.

10. Force Majeure

- (a) Whilst LOLA PRINT SERVICES LTD will make all reasonable efforts to carry out the Customer's instructions in accordance with the Contract, LOLA PRINT SERVICES LTD shall not be liable if it is unable to carry out any provisions of these Conditions due to reasons beyond its control, including but not limited to Acts of God, war, riots, flood, power failure, strikes, fire, legislation, breakdown of machinery or being unable to secure materials, supplies or labour.
- (b) If any such events prevent LOLA PRINT SERVICES LTD from performing the work for more than 14 days, Customer shall be entitled to terminate the Contract by written notice and shall pay for all work completed and materials used up to the date of such notice, but otherwise, shall accept delivery of the Goods when available.

11. General

- (a) Except as expressly stated in this Contract, a person who is not a party to this Contract may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.
- (b) If any of the terms of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part, this shall not affect the validity of all other terms, and the remainder of the term in question, which shall continue to apply.
- (c) Any failure by LOLA PRINT SERVICES LTD to enforce or exercise any of its rights under this Contract will not mean that LOLA PRINT SERVICES LTD waives those rights entirely or cannot enforce or exercise those rights at any time in the future.
- (d) This Contract makes up the entire understanding between LOLA PRINT SERVICES LTD and Customer and supersedes any previous agreements, understandings, representations (except fraudulent misrepresentations) statements or other communications between the parties whether written or verbal. Customer confirms that it is not relying on any representations that are not contained in the Contract.
- (e) This Contract shall be governed by the laws of England and Wales.