

General Terms and Conditions for Fulfilment and Lettershop Services

Version issued June 2011

1 Status of Terms and Conditions

1.1 The Company provides direct mail and related services for Clients subject to these terms and conditions only. Any changes or amendments to the Contract will have effect only when agreed or confirmed in writing between the Company and the Client.

1.2 Notwithstanding the provisions of clause 1.1 the Company may at any time make any change to these terms and conditions which are necessary to comply with any applicable or other statutory requirements or which do not materially affect the nature or quality of the direct mail and related services provided that the Company gives written notice to the Client of such changes.

2 Interpretation

2.1 In these terms and conditions:

'Carrier' means the Royal Mail or other carrier nominated by the Company or a carrier otherwise nominated by the Client and agreed in writing by the Company.

'Client' means the person partnership or company for whom the Company has agreed to provide direct mail and related services.

'Company' means **Swiss Post International (UK) Limited whose registered office is at Acorn House, 5 Chertsey Road, Woking, Surrey, GU21 5AB, England.**

'Contract' means the contract between the Company and the Client for the provision of direct mail and related services strictly in accordance with these terms and conditions only.

'Services' means direct mail and related services provided by the Company directly or indirectly to the Client.

'Delivery' means delivery by the Company to the Carrier.

'Materials' means marketing advertising promotional fulfilment and other materials.

'Price' means the price charged by the Company to the Client for the provision of direct mail and related services set out in or determined in accordance with the Contract.

2.2 The Headings in these terms and conditions are for convenience only and shall not affect their interpretation.

2.3 In these terms and conditions words importing the singular number include also the plural number and where there are two or more parties or persons included in the respective term Client the covenants warranties or undertakings expressed to be made respectively by the Client shall be deemed to be made by such parties or persons jointly and severally.

3 Estimates, Quotations and the Contract

3.1 A quotation given by the Company is an offer to supply Services to the Client and acceptance of the offer shall be binding on the Company only when accepted in writing by the Client. Any such Contract shall be made only on these terms and conditions.

3.2 A quotation provided by the Company for the provision of Services is subject to sight by the Company of Materials being suitable for the provision of the Services for which the quotation was provided. If the Materials received by the Company after entering into the Contract are unsuitable, the Company reserves the right in its absolute discretion to amend the terms and conditions relating to the Contract including but not limited to amending the Price and any dates relating to Delivery or to terminate the Contract.

3.3 Quotations given to the Client for the provision of Services are valid for thirty days and are exclusive of any VAT for which the Client shall be additionally liable at the applicable rate.

3.4 The Price set out in the quotation is based on a uniform run of the Materials of the quantity requested. Any variation in the quantity will give rise to a variation in the Price in accordance with rates set out in the quotation or otherwise as published by or available from the Company.

3.5 Further details about the Company's Services and advice or recommendations about its provision or utilisation may be made available on written request.

4 Provision of Materials

4.1 The Client shall at its own expense provide the Company with Materials of adequate quantity to allow for normal loss and spoilage generally or customarily accepted for the provision of the Company's direct mail and related services.

4.2.1 If the Company has agreed to print any text the Client shall supply such text in a media agreed by the parties. The Client shall ensure and be responsible for the accuracy of such text.

4.2.2 The Company shall have the right but not the obligation to correct any typographical or other errors or omissions in any Materials printed by the Company without any liability to the Client.

4.3 The Company reserves the right in its absolute discretion to reject any Materials provided or specified by the Client which appear in the opinion of the Company to be unsuitable for the provision of direct mail and related services.

5 Proofs

5.1 A proof of any text to be printed by the Company shall be sent to the Client. The Client shall amend the proof if necessary, sign, date and return it to the Company to confirm approval of the proof. The Client understands and agrees that any unreasonable delay in the return of the proof may result in a delay in Delivery.

5.2 The Company shall send to the Client a first proof of the run of any printing which the Client shall amend if necessary, sign, date and return to the Company to confirm approval of the proof. The Client understands and agrees that any unreasonable delay in the return of the proof may result in a delay in Delivery.

5.3 If further amendments and proofs are required due to errors made by the Client or a third party or if the Client requires further amendments including but not limited to alterations in style type of printing ink or method of packaging the Client will be liable for the costs incurred and the Price shall be amended accordingly. The Company will provide at the Client's approval as set out in clauses 5.1 and 5.2.

5.4 The Client understands and agrees that the Company will not be responsible for any error in a proof which has not been approved by the Client and such error shall not entitle the Client to reject all or any of the Materials or to terminate the Contract.

6 Price and Payment

6.1 The Client shall pay the Price for the provision of Services strictly as set out in the Contract and the Price of any additional Services performed by the Company which result from amendments to any Materials or their deviation from a format specified by the Company or the Client's instructions or lack of instructions or any other cause attributable to the Client.

6.2 The Client acknowledges and agrees that it has no right to set off, abate, deduct or otherwise withhold payment of any sums due to the Company by reason of its dissatisfaction with the Company's performance of its obligations under the Contract and further acknowledges and agrees that it has and will pursue other remedies available to it.

6.3 The Client undertakes to pay in advance immediately upon receipt of a demand the full postage costs of the Carrier. Any failure to do so will result in suspension of the provision of Services until such costs are received by the Company.

6.4 The Company shall be entitled to invoice the Client immediately following Delivery of the Materials unless otherwise agreed in writing by the parties.

6.5 If at any time VAT is payable on postage or other Carrier costs the Client shall pay such VAT immediately. Upon receipt of a demand for payment by or on behalf of the Company.

6.6 If payment of any sum due to the Company is not made on the due date the Company shall be entitled without limiting any other rights it may have to charge interest on the outstanding amount at the rate of 2% per month.

6.7 The time mentioned for payments due to the Company for the provision of Services is of the essence of the Contract.

7 Materials and Storage

7.1 As soon as practical after entering into the Contract the parties shall agree a date or dates for the Delivery of the Materials by or on behalf of the Client to the Company. If no date or dates can be agreed the Company shall inform the Client of a delivery date or dates to enable the Company to perform its obligations set out in the Contract and the Client shall procure Delivery on such date or dates.

7.2 Materials delivered to the Company's premises prior to the delivery date or dates set out in Clause 7.1 above will be stored free of charge for a period up to 7 days. Thereafter the Client shall pay the Company a 'pallet per week' rate for storage.

7.3 The Company, at the Client's expense shall return to the Client or its nominee or (if agreed with the Client) dispose of any Materials remaining on the Company's premises following completion of Delivery.

7.4 Where postponement of Delivery is agreed by the parties the Client shall pay any costs and expenses (including but not limited to the Company's storage charges) incurred by the Company occasioned thereby. The Materials shall be held at the Client's risk as from the date of postponement.

8 Delivery and Completion

8.1 The Company will use its reasonable endeavours to deliver the Materials to the Carrier on or before the date or dates estimated in the Contract but unless the Contract otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding on the Company. The parties understand and agree that the date of Delivery shall not be of the essence of the Contract unless otherwise expressly agreed in writing between the parties.

8.2 Any unforeseen overtime costs incurred by the Company in seeking to achieve the delivery dates stated in the Contract shall be paid by the Client.

8.3 The Parties understand and agree that the Company does not guarantee that it will deliver the exact quantity of Materials set out in the Contract or otherwise in accordance with custom and practice and the Company shall be deemed to have complied fully with its obligations under the Contract if it shall deliver a quantity of Materials constituting plus or minus three per cent. The Price shall reflect delivered quantities.

8.4 Where Delivery is to be by instalments made each day, Delivery shall be deemed to constitute a separate enforceable Contract and the Company shall be entitled to issue and be paid on a separate invoice for each such Delivery. Failure to make any one or more Deliveries shall not affect the enforceability of the order as to the remaining Delivery.

9 Warranties

9.1 The Company warrants to the Client that Services will be provided using reasonable care and skill. Where the Company supplies any Materials in connection with the provision of such Services the Company does not give any warranty guarantee or other term as to their quality fitness for purpose or otherwise but shall where possible assign to the Client the benefit of any warranty guarantee or indemnity given by the person providing the Materials to the Company.

10 Restriction of Liability

10.1 The Company shall have no liability to the Client for any loss, damage costs, expenses or other claims for compensation arising from any Materials which are incomplete or damaged on delivery to the Company or for instructions supplied by the Client which are incomplete, incorrect, inaccurate, illegible or ambiguous or arising from the late delivery or non-arrival of Materials or any other fault of the Client or third party in relation to the provision of the Services.

10.2 Except in respect of death or personal injury caused by the Company's negligence or as expressly provided in these terms and conditions the Company shall not be liable to the Client by reason of any representation (unless fraudulent) or any implied warranty condition or other term or any duty at common law or under the express terms of the Contract for any loss of profit or any indirect special or consequential loss damage costs expenses or other claims (whether caused by the negligence of the Company its employees or agents or otherwise) which arise out of or in connection with the provision of Services or their use by the Client. The entire liability of the Company under or in connection with the Contract shall not exceed the total Services invoice value (excluding postage charges) for that work or the sum of £5,000 whichever shall be the lesser.

10.3 If not withstanding that the Company has used its reasonable endeavours the Company fails to despatch or deliver the Materials to the Carrier or to deliver Materials by such date or dates set out in the Contract such failure shall not constitute a

breach of the Contract (unless expressly otherwise agreed in writing) and the Client shall not be entitled to rescind or repudiate the Contract or to claim compensation for such failure or for any consequential loss or damage resulting there from.

11 Insurance and Risk

11.1 The Client shall insure the Materials whilst on the premises of the Company unless expressly otherwise agreed in writing. The Client shall insure the Materials for all risks including but not limited to insurance for fire and theft and accidental loss or damage and risks in transit and the Company shall have no liability for any such loss or damage however caused. All Materials are delivered to and stored by the Company at the sole risk of the Client.

12 Force Majeure

12.1 If the Company shall be prevented or hindered from providing direct mail and related services or any part thereof in accordance with the Contract by any circumstances beyond its reasonable control (including without prejudice to the generality of the foregoing fire, flood civil strife legislation, delays in transit shortages of or breakdown of plant, delay by suppliers, trade disputes and all other causes whether or not of a like nature beyond the reasonable control of the Company) further performance of the Contract shall be suspended for so long as the Company is so prevented or hindered (provided that if the performance of the Contract shall be suspended for more than 28 days the Client and the Company shall be entitled by notice in writing to the other forthwith to terminate the Contract or to cancel any outstanding part thereof and in such circumstances the Client shall pay at the Contract rate for all Materials supplied or all work done and Materials used by the Company to the actual date of such termination).

12.2 The Company shall not have any liability to the Client for any direct or consequential loss or damage suffered by the Client as a result of the Company's inability to perform its obligations under the Contract in the circumstances set out in clause 12.1. The Company will be entitled to make a reasonable charge for any expenses it incurs following and resulting from such suspension.

13 Illegality and Immorality

13.1 The Company shall not be required to distribute or handle any Materials which in its reasonable opinion may be illegal, indecent or libellous or might infringe any third party rights or cause the Company to incur any criminal or tortious liability. The Client shall indemnify the Company in respect of any claims, costs and expenses whatsoever arising out of such matters.

13.2 The Client warrants the Material will not infringe the copyright or other rights of any third party. The Client shall indemnify the Company against any losses, damages, costs, expenses or other claims arising from any such infringement.

13.3 The Company shall be under no obligation to examine Materials supplied by the Client as to quality or quantity or as to the accuracy, legality or suitability of any printed matter or logo thereon.

14 Confidentiality

14.1 The Company undertakes to keep safe and confidential all confidential information supplied by the Client.

15 General Lien

15.1 Without Prejudice to other remedies, the Company shall in respect of all unpaid debts due from the Client have a general lien on all Materials in its possession (whether worked upon or not) and shall be entitled on the expiration of 14 days written notice to dispose of such Materials as it thinks fit and apply any proceeds towards such debt.

16 Termination

16.1 Either party may at any time terminate the Contract by giving written notice to the other party if the other party commits any breach of these terms and conditions and (if capable of remedy) fails to remedy the breach within 7 days after being required by written notice to do so. Either party may also at any time terminate the Contract by giving written notice to the other party if the other party goes into liquidation, if a receiver is appointed, if (in the case of an individual or firm) the other party becomes bankrupt, makes a voluntary arrangement with his or its creditors or has a receiver or administrator appointed.

17 Royal Mail Mailing House Scheme ("RMMHS")

17.1 The Company is recognised as a member of RMMHS and therefore has an obligation to adhere to the schemes and general Royal Mail terms and conditions.

18 Subcontracting

18.1 The Company may sub-contract part or all of the provision of Services under the Contract without however affecting its liability to the Client.

19 General

19.1 These terms and conditions constitute the entire agreement between the parties and supersede any previous Contract or understanding or practice and may be varied only as set out herein. All other terms and conditions express or implied by statute or otherwise are excluded to the fullest extent permitted by law.

19.2 Any notice invoice or other document which may be given by either party under the Contract shall be deemed to have been duly given if delivered by hand to or sent by first class pre-paid registered post or facsimile, or where the parties expressly agree in writing by electronic mail, to the Company at its registered office or to the Client at the address set out in the Contract.

19.3 No failure or delay by either party in exercising any of its rights under the Contract shall be deemed to be a waiver of such rights and no waiver by either party of any breach of the Contract by the other party shall be considered as a waiver of any subsequent breach of the same or any other provision.

19.4 If any provision of these terms and 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 terms and conditions and the remainder of the provision in question shall not be affected.

19.5 English law shall apply to the Contract and the parties agree to submit to the non-exclusive jurisdiction of the English courts.

20 Data

20.1 It is the responsibility of the Client to ensure that data supplied is accurate and correct for its intended purpose.