

Thames Card Technology Limited Terms and Conditions of Business

March 2004 Revision

Definitions

1. "The Company" means Thames Card Technology Ltd or any relevant associated company with whom the contract is made as specified in the formal written acceptance of a Client's order. "Client" means the person, firm, company, organisation, corporation or public authority whose order for goods and services is accepted by the Company. "Goods" means goods prepared for the Client under the contract of which these conditions form part.

Terms of acceptance of orders

2. Contracts are made and orders accepted only upon and subject to these Terms and Conditions. All other conditions are hereby excluded unless expressly accepted in writing by the Company. Each of these terms and conditions constitutes an entirely separate and independent provision so that if any of them are held to be invalid for any reason this shall not affect the remaining provisions which shall continue in full force and effect.

3. In entering into a contract with the Company the Client acknowledges that the contract has not been induced by any representations orally or in writing made by the Company, its servants or agents.

4. No quotation estimate or tender given or made by the Company shall form an offer capable of acceptance by the Client. A binding contract shall only be created upon the acceptance in writing by the Company of the Client's order. The Company may, in its absolute discretion, accept or reject any order placed by the Client.

5. 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 Company shall be subject to correction without any liability on the part of the Company.

Cancellation

6. Contracts may only be cancelled by the Client with the written consent of the Company, which, if given will be subject to the Client indemnifying the Company on demand for all costs and losses incurred as a result of such cancellation.

Client's Materials

7. When supplying its own material the Client shall supply a surplus of 10% (or such other agreed quantity) to cover normal spoilage.

8. Where the Client supplies prints bearing serial numbers or addresses or other identifying features the Company will endeavour to keep the prints in order, but cannot accept any liability for failure to do so.

9. The Client's property will be held at the Client's risk and no liability is accepted for loss, damage or destruction unless caused by the Company. The Company does not accept responsibility for imperfect work caused by defects in or the unsuitability of the Client's materials or origination, but the Company will use all reasonable endeavours to achieve the best results consistent with the materials and information provided.

10. Under normal circumstances Client's artwork and repro will be retained on file for 4 years after which time the Company reserves the right to dispose of it.

11. The Company shall not be required to copy or reproduce any matter whatsoever which in its opinion is or may be illegal or of a libellous nature and the Client shall fully and effectively indemnify the Company and its agents in respect of any claim arising from such copying or reproduction.

Errors

12. The Client must check the accuracy of all proofs. Once a proof has been approved by the Client the Company cannot accept responsibility for errors. The Client shall be responsible for the cost of alterations made by the Client on or after the first proof.

Intellectual Property and Data Protection

13. The Client shall be responsible for obtaining all necessary consents to use the data and reproduce artwork supplied to the Company including but not limited to consent in relation to all third party intellectual property rights; that is to say patents, registered or unregistered designs and trade marks and shall fully and effectively indemnify the Company and its agents in respect of any claim arising therefrom.

Prices and payment

14. Quotations are based on the current cost of production and are subject to increase or decrease to take account of any fluctuation in the price of materials, labour or transport. Any quotation by the Company will lapse if not accepted in writing within 30 days.

15. Unless expressly stated otherwise all prices quoted are ex works. Any applicable value added tax (VAT) or any other sales tax or excise duties paid or payable by the Company shall be added to the price and shall be payable by the Client. While the Company will endeavour to ensure that VAT is taken into account in any quotation or invoice, where for any reason VAT is not charged and is subsequently found to be payable, the amount of VAT will be paid by the Client on receipt of a VAT invoice.

16. Unless credit facilities have been granted to the Client or unless otherwise specifically provided in writing, the price for goods shall be paid in cash on delivery and in default the Company shall be entitled to withhold delivery until payment.

Late Payment

17. When payment of any of the Company's invoices is overdue the Company may:

- Charge and recover interest from the client at the rate of 4% a year above Barclays Bank Plc base rate from time to time from the due date until payment;
- Suspend its performance of the contracts to which the invoice relates and/or of any other contract then subsisting between the Client and the Company.

18. In the event of legal action being taken by the Company against the Client for breach of payment obligations, the Client shall be responsible for all costs and disbursements on a full indemnity basis.

Delivery

19. Any delivery schedule quoted for the dispatch of goods runs from the date of receipt by the Company of a written order to proceed and all necessary information and materials.

20. The Company will endeavour to deliver the quantity of Goods ordered subject to a margin of 5% and the price shall be increased or reduced pro rata the percentage surplus or shortfall.

21. Prices specified are for Goods ex-premises of the Company and carriage from the Company's premises will be charged in addition. No guarantee, express or implied, is given as to the delivery dates and while every effort will be made to meet delivery dates which are given in good faith, no liability can be accepted in the event of late delivery.

22. The risk of loss and/or damage (but not title) to Goods supplied by the Company shall pass to the Client when they are delivered to the Client or other person to whom the Company is authorised by the Client to deliver the Goods whether expressly or by implication and the Company shall not be liable for the safety of the Goods thereafter (and accordingly the Client shall insure the Goods thereafter against such risks as may be commercially prudent).

Title

23. The ownership of and title to Goods shall remain vested in the Company (which reserves the right to dispose of them) until payment is received in full.

24. In the event that payment is overdue in whole or in part or upon the commencement of any act or proceeding in which the Client's solvency is involved the Company may without prejudice to any of its other rights recover and/or resell the Goods or any of them and may enter upon the Client's premises by its servants or agents for that purpose. If the Goods have been incorporated in or used as material for other Goods before payment in full has been made to the Company the ownership in the whole of such Goods shall be and remain with the Company until such payment has been made or the other Goods have been sold as aforesaid and all the Company's rights hereunder in the matter shall extend to those other Goods. The Client agrees to pay the Company all costs of repossession.

25. Where the Client resells the Goods all money received from such resale and all rights arising against the subpurchaser shall be held by the Client as bailee for the Company until all sums due to the Company from the Client have been duly paid.

Force Majeure

26. The Company shall not be liable for non-performance in whole or in part of its obligations if such non-performance is due to acts of God, war, insurrection, government regulations, embargoes, strikes, labour disputes, illness, fire, flood, tempest, the Royal Mail or other postal service or any other cause beyond the control of the Company. During the continuance of such contingency the Client may, by written notice to the Company, elect to terminate the contract and pay for work done and materials used, but subject thereto will otherwise accept performance when possible.

Liability and Claims

27. Except for death or personal injury due to negligence of the Company or its employees the Company shall under no circumstances be liable in respect of defects in Goods delivered or for any damage or loss resulting from such defects. In no event shall any breach of contract or tort (including negligence) or failure of any kind on the part of the Company or its employees give rise to any liability for loss of revenue or any consequential loss or damage arising from any cause whatsoever even if the Company has been advised of the possibility of such losses.

28. All claims must be made in writing within 28 days of the occurrence of the event giving rise to a claim. The Company shall always be afforded a reasonable opportunity to correct a default before being in breach of its obligations. The Company shall not be liable in respect of any claim unless these requirements have been complied with except in any particular case where the Client proves that it was not possible to comply and the claim made as soon as reasonably possible thereafter.

29. Subject to the above the Company's entire liability howsoever arising shall be limited to damages which shall not in the case of public liability exceed £2 million and in respect of all other matters shall not exceed the price of the contract out of which the claim has arisen in respect of any one claim. A number of defaults which together result in or contribute to the same loss or damage shall be treated as one claim.

30. Except as expressly stated herein, all conditions warranties representations and undertakings, express or implied, statutory or otherwise are excluded.

Waiver of Remedies

31. No forbearance, delay or indulgence by either party in enforcing the provisions of these terms and conditions shall prejudice or restrict the rights of that party nor shall any waiver of rights operate as a waiver of any subsequent breach.

Law

32. These terms conditions and the contract to which they relate shall in all respects be construed in accordance with English Law and the Client hereby submits to the exclusive jurisdiction of the English courts.

Notices

33. All notices which are required to be given by the Company or the Client shall be in writing and shall be sent in the case of a company to its registered office and in all other cases to the last known address of the recipient, or such other address as the recipient may designate by notice given in accordance with the provisions of this clause. Notices may be delivered by hand, by first class prepaid letter or facsimile transmission and shall be deemed to have been served if by hand when delivered, if by first-class post 48 hours after posting and if by facsimile when despatched.