

MANAGED INK.

MANAGED INK LIMITED STANDARD TERMS & CONDITIONS OF SALE

These Terms and Conditions of sales (also referred to as the "Agreement") apply to the Contract to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by trade, custom, practice or course of dealing. In respect of Delivery Providers, Managed Ink shall act as the Customer's agent to appoint Delivery Providers, the costs of Delivery Providers shall be itemised separately as disbursements on Managed Ink's invoices and the Customer shall be responsible for paying all costs and amounts due to Delivery Providers including VAT thereon (if applicable).

1. INTERPRETATION

- 1.1 In these terms and conditions, the following definitions apply:
- "Business Day"** a day other than a Saturday, Sunday or public holiday in England when banks in London are open for business.
- "Contract"** the contract between Managed Ink and the Customer for the supply of Goods and/or Services in accordance with these Terms including the Order.
- "Customer"** the Person who purchases Goods and/or Services from Managed Ink.
- "Customer Property"** any artwork and other materials and property of the Customer provided to Managed Ink in connection with the Goods and/or the Services.
- "Customer Default"** any act or omission by the Customer or failure by the Customer to perform any relevant obligation under clause 8.
- "Delivery Location"** in the case of Goods to be delivered to the Customer, the location set out in the Order or such other location as the parties may agree in writing.
- "Delivery Providers"** third party delivery providers appointed by Managed Ink on behalf of the Customer in accordance with these Terms, including but not limited to Royal Mail and Citipost.
- "Force Majeure Event"** an event beyond the reasonable control of Managed Ink including but not limited to strikes, lock outs or other industrial disputes (whether involving the workforce of Managed Ink or any other party), failure of a utility service or transport network, act of God, war, riot, civil commotion, malicious damage, compliance with any law or governmental order, rule, regulation or direction, accident, breakdown of plant or machinery, fire, flood, storm or default of suppliers or subcontractors including Delivery Providers.
- "Frequent Materials"** are products purchased by Managed Ink for the benefit of and with the consent of the Customer (express or implied) and required to fulfil anticipated Contracts.
- "Goods"** the goods (or any part of them) set out in the Order.
- "Group"** in relation to a party, that party, each and any subsidiary, affiliate or parent from time to time and each and any affiliate or subsidiary from time to time of a parent of that party.
- "Intellectual Property Rights"** copyright and related rights, trade marks, business names and domain names, rights in get up, goodwill and the right to sue for passing off, rights in designs, database rights, rights to use, and protect the confidentiality of, confidential information (including know how), patents, rights to inventions, and all other intellectual property rights, in each case whether registered or unregistered and including all applications and rights to apply for and be granted, renewals or extensions of, and rights to claim priority from, such rights and all similar or equivalent rights or forms of protection which subsist or will subsist now or in the future in any part of the world.
- "Materials"** any materials made available to Managed Ink or any members of its Group by the Customer to fulfil a Contract.
- "Order"** the Customer's order for the supply of Goods and/or Services, as set out in the Customer's purchase order form, or the Customer's written acceptance of Managed Ink's quotation, as the case may be, including the description or specification of the Goods and/or Services.
- "Production Schedule"** a schedule of key steps and dates agreed between the parties for the production/supply of the goods/services to the Customer.
- "Quote"** the estimate that Managed Ink charges for the supply of Goods and/or Services to the Customer.
- "Managed Ink"** Managed Ink Limited (registered in England with company number 03835108) whose registered office is at Ashton

Old Baths, 2nd floor, Office 203, Stamford Street West, Ashton-under-Lyne, OL6 7FW.

"Services" the services supplied by Managed Ink to the Customer as set out in the Order.

"Terms" these terms and conditions as amended from time to time in accordance with clause 16.7.

"VAT" value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement or additional tax.

- 1.2 In these Terms, the following rules apply:
- 1.2.1 a "Person" includes a natural person, corporate or unincorporated body (whether or not having separate legal personality) and its personal representatives, successors or permitted assigns;
- 1.2.2 a reference to a statute or statutory provision is a reference to such statute or statutory provision as amended or re enacted and includes any subordinate legislation made under that statute or statutory provision, as amended or re enacted;
- 1.2.3 any phrase introduced by the terms including, include or any similar expression shall be construed as illustrative and shall not limit the sense of the words preceding those terms; and
- 1.2.4 a reference to writing or written includes faxes and e mails.

2. BASIS OF CONTRACT

- 2.1 The Customer shall provide Managed Ink with a request for a Quote, setting out the requirements and specifications of the Goods and/or Services, including relevant dates and such other information as Managed Ink may request to allow Managed Ink to prepare a Quote.
- 2.2 The Quote shall not constitute an offer, and is only valid for a period of 20 (twenty) Business Days from its date of issue.
- 2.3 Following receipt of the Quote, the Customer may place its Order, which constitutes an offer by the Customer to purchase Goods and/or Services in accordance with these Terms.
- 2.4 The Order shall only be deemed to be accepted when Managed Ink issues written acceptance of the Order or Managed Ink commences the provision of Goods and/or Services at which point and on which date the Contract shall come into existence.
- 2.5 The Contract constitutes the entire agreement between the parties. The Customer acknowledges that it has not relied on any statement, promise, representation, assurance or warranty made or given by or on behalf of Managed Ink which is not set out in the Contract.
- 2.6 Any samples, descriptive matter or advertising issued by Managed Ink and any descriptions of the Goods or illustrations or descriptions of the Services contained in Managed Ink's website or other materials are issued or published for the sole purpose of giving an approximate idea of the Services and/or Goods described in them and are at all times owned by Managed Ink who may (at its sole option) recall such materials at any time of its choosing. They shall not form part of the Contract or have any contractual force.
- 2.7 All of these Terms shall apply to the supply of both Goods and Services except where application to one or the other is specified.

3. GOODS

- 3.1 The Goods are described in the Order.
- 3.2 The Customer shall indemnify Managed Ink against all liabilities, costs, expenses, damages and losses (including any direct, indirect or consequential losses, loss of profit, loss of reputation and all interest, penalties and legal and other professional costs and expenses) suffered or incurred by Managed Ink in connection with any claim made against Managed Ink:
- 3.2.1 for actual or alleged infringement of a third party's Intellectual Property Rights arising out of or in connection with Managed Ink's use of any Goods specification provided by the Customer; or
- 3.2.2 that the Goods are defamatory, obscene, offensive, likely to deceive any person, discriminatory, inflammatory or promote illegal activity.

This clause 3.2 shall survive termination of the Contract.

- 3.3 Managed Ink reserves the right to amend the Goods specification if required by any applicable statutory or regulatory requirements.

4. DELIVERY OF GOODS

- 4.1 The Customer hereby appoints Managed Ink as its agent to appoint the Delivery Providers.
- 4.2 The Goods shall not be delivered until all sums payable by the Customer under the Contract to Delivery Providers have been

- paid in full (in cash or cleared funds) unless Managed Ink at its absolute discretion agrees in writing otherwise.
- 4.3 In the case of Goods to be delivered to the Customer:
- 4.3.1 Managed Ink shall use reasonable endeavours to ensure that:
- 4.3.1.1 each delivery of the Goods is accompanied by a delivery note which shows the date of the Order, all relevant Customer and Managed Ink reference numbers, the type and quantity of the Goods (including the code number of the Goods, where applicable), special storage instructions (if any) and, if the Order is being delivered by instalments, the outstanding balance of Goods remaining to be delivered; and
- 4.3.1.2 if Managed Ink requires the Customer to return any packaging material to Managed Ink, that fact is clearly stated on the delivery note. The Customer shall make any such packaging materials available for collection at such times as Managed Ink shall reasonably request;
- 4.3.1.3 the Delivery Provider delivers the Goods to the Delivery Location at any time after Managed Ink notifies the Customer that the Goods are ready;
- 4.3.2 delivery of the Goods shall be completed on the Goods' arrival at the Delivery Location;
- 4.3.3 if the Customer fails to accept delivery of the Goods, then except where such failure is caused by a Force Majeure Event or by Managed Ink's failure to comply with its obligations under the Contract in respect of the Goods:
- 4.3.3.1 delivery of the Goods shall be deemed to have been completed at 9.00 am on the second Business Day following the day on which Managed Ink notified the Customer that the Goods were ready; and
- 4.3.3.2 Managed Ink shall store the Goods until delivery takes place, and charge the Customer for all related costs and expenses (including insurance); and
- 4.3.4 if 5 (five) Business Days after Managed Ink notified the Customer that the Goods were ready for delivery the Customer has not accepted delivery of them, Managed Ink may resell or otherwise dispose of part or all of the Goods and, after deducting reasonable storage and selling costs, account to the Customer for any excess over the price of the Goods or charge the Customer for any shortfall below the price of the Goods.
- 4.4 In the case of Goods to be delivered to third parties (excluding Delivery Providers):
- 4.4.1 Managed Ink shall procure that the Delivery Provider uses reasonable endeavours to deliver the Goods materially in accordance with the delivery instructions notified in writing
- 4.4.2 delivery of the Goods shall be completed once in the possession or control of the Delivery Provider.
- 4.5 Any dates quoted for delivery of the Goods are approximate only, and the time of delivery is not of the essence. Managed Ink shall not be liable for any delay in delivery of the Goods that is caused by:
- 4.5.1 a Force Majeure Event; or
- 4.5.2 the Customer's failure to provide Managed Ink with adequate delivery instructions; or
- 4.5.3 any failure by the Customer to adhere to the Production Schedule; or
- 4.5.4 any other instructions that are relevant to the supply of the Goods.
- 4.6 If Managed Ink fails to deliver the Goods, its liability shall be limited to the costs and expenses incurred by the Customer in obtaining replacement goods of similar description and quality in the cheapest market available, less the price of the Goods. Managed Ink shall have no liability for any failure to deliver the Goods to the extent that such failure is caused by a Force Majeure Event the Customer's failure to provide Managed Ink with adequate delivery instructions for the Goods or any relevant instruction related to the supply of the Goods.
- 4.7 The Customer shall not be entitled to reject the Goods if Managed Ink delivers up to and including 5% more or less than the quantity of Goods ordered, but a pro rata adjustment shall be made to the Order invoice on receipt of notice from the Customer that the wrong quantity of Goods was delivered.
- 4.8 Managed Ink may deliver the Goods by instalments, which shall be invoiced and paid for separately. Each instalment shall constitute a separate contract. The failure of the Customer to pay for any one or more of the said instalments on the due dates shall entitle Managed Ink (at its sole option) without notice to suspend further deliveries in connection with the Contract pending payment by the Customer OR (at its sole option) for Managed Ink to treat the Contracts as repudiated. Any delay in delivery or

defect in an instalment shall not entitle the Customer to cancel or forfeit payment for any other instalment.

5. QUALITY OF GOODS

- 5.1 Managed Ink warrants that on delivery the Goods shall:
- 5.1.1 conform in all material respects with their description and any applicable Goods specification provided in writing and checked by the Customer;
- 5.1.2 be free from material defects in design, material and workmanship; and
- 5.1.3 be of satisfactory quality (within the meaning of the Sale of Goods Act 1979).
- 5.2 Subject to clause 5.3, if:
- 5.2.1 the Customer gives notice in writing within a reasonable time of discovery that some or all of the Goods do not comply with the warranty set out in clause 5.1;
- 5.2.2 Managed Ink is given a reasonable opportunity of examining such Goods; and
- 5.2.3 the Customer (if asked to do so by Managed Ink) returns such Goods to Managed Ink's place of business, Managed Ink shall, at its option, repair or replace the defective Goods, or refund the price of the defective Goods in full.
- 5.3 Managed Ink shall not be liable for the Goods' failure to comply with the warranty in clause 5.1 if:
- 5.3.1 the Customer makes any further use of such Goods after giving a notice in accordance with clause 5.2;
- 5.3.2 the defect arises because the Customer failed to follow Managed Ink's oral or written instructions as to the storage, use or maintenance of the Goods or (if there are none) good trade practice;
- 5.3.3 the defect arises as a result of Managed Ink following any Goods specification provided by the Customer;
- 5.3.4 the Customer alters or repairs such Goods without the written consent of Managed Ink; or
- 5.3.5 the Goods differ from their description as a result of changes made to ensure they comply with applicable statutory or regulator standards.
- 5.4 Except as provided in this clause 5, Managed Ink shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in clause 5.1.
- 5.5 The terms of these Terms shall apply to any repaired or replacement Goods supplied by Managed Ink under clause 5.2.

6. RISK AND TITLE

- 6.1 The risk in the Goods shall pass to the Customer on completion of delivery pursuant to clause 4.
- 6.2 Title to the Goods shall not pass to the Customer until Managed Ink receives payment in full (in cash or cleared funds) for the Goods.
- 6.3 In respect of the Goods delivered to the Customer, until title to the Goods has passed to the Customer, the Customer shall:
- 6.3.1 store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as Managed Ink's property;
- 6.3.2 not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
- 6.3.3 maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on Managed Ink's behalf from the date of delivery;
- 6.3.4 notify Managed Ink immediately if it becomes subject to any of the events listed in clause 14.2; and
- 6.3.5 give Managed Ink such information relating to the Goods as Managed Ink may require from time to time.
- 6.4 If before title to the Goods passes to the Customer the Customer becomes subject to any of the events listed in clause 16.2, then, without limiting any other right or remedy Managed Ink may have:
- 6.4.1 the Customer's right to resell Goods or use them in the ordinary course of its business ceases immediately; and
- 6.4.2 Managed Ink may at any time:
- 6.4.2.1 require the Customer to deliver up all Goods in its possession which have not been resold, or irrevocably incorporated into another product; and
- 6.4.2.2 if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored in order to recover them.

7. SUPPLY OF SERVICES

- 7.1 Managed Ink shall provide the Services to the Customer in accordance with the Order and any Production Schedule in all material respects.
- 7.2 Managed Ink shall use all reasonable endeavours to meet any performance dates for the Services specified in Order, but any such dates shall be estimates only and time shall not be of the essence for the performance of the Services.
- 7.3 Managed Ink shall have the right to make any changes to the Services which are necessary to comply with any applicable law or safety requirement, or which do not materially affect the nature or quality of the Services, and Managed Ink shall notify the Customer in any such event.
- 7.4 Managed Ink warrants to the Customer that the Services will be provided using reasonable care and skill.
- 8. CUSTOMER'S OBLIGATIONS**
- 8.1 The Customer shall:
- 8.1.1 ensure that the terms of the Order are complete and accurate;
- 8.1.2 co operate with Managed Ink in all matters relating to the Services;
- 8.1.3 be responsible for checking final proofs;
- 8.1.4 pay all costs of Delivery Providers including any VAT thereon (if applicable);
- 8.1.5 provide Managed Ink with such information and materials as Managed Ink may reasonably require to supply the Goods and/or the Services, and ensure that such information is accurate in all material respects; and
- 8.1.6 obtain and maintain all necessary licences, permissions and consents before the date on which the supply of the Goods and/or the Services are to start.
- 8.2 If Managed Ink's performance of any of its obligations in respect of the Services is prevented or delayed by any Customer Default:
- 8.2.1 Managed Ink shall without limiting its other rights or remedies have the right to suspend performance of the Services until the Customer remedies the Customer Default, and to rely on the Customer Default to relieve it from the performance of any of its obligations to the extent the Customer Default prevents or delays Managed Ink's performance of any of its obligations;
- 8.2.2 Managed Ink shall not be liable for any costs or losses sustained or incurred by the Customer arising directly or indirectly from Managed Ink's failure or delay to perform any of its obligations as set out in this clause 8.2; and
- 8.2.3 the Customer shall reimburse Managed Ink on written demand for any costs or losses sustained or incurred by Managed Ink arising directly or indirectly from the Customer Default.
- 9. CHARGES AND PAYMENT**
- 9.1 The price for Goods shall be the price set out in the Order or, if no price is quoted, the price set out in Managed Ink's published price list as at the date of delivery. The price of the Goods is exclusive of all costs and charges of packaging, insurance, transport of the Goods, which shall be paid by the Customer when it pays for the Goods.
- 9.2 The charges for Services shall be set out in the Order or, if no charges are quoted, the charges set out in Managed Ink's published charges list as at the date of the Order, subject to clause 9.4.1.
- 9.3 Managed Ink shall be entitled to charge the Customer for any expenses reasonably incurred by the individuals whom Managed Ink engages in connection with the Goods and/or the Services and for the cost of services provided by third parties and required by Managed Ink for the performance of the Services, and for the cost of any materials.
- 9.4 Managed Ink reserves the right to:
- 9.4.1 increase its charges for the Services, subject to Managed Ink giving the Customer written notice of any such increase 1 (one) month before the proposed date of the increase; and
- 9.4.2 increase the price of the Goods, by giving notice to the Customer at any time before delivery, to reflect any increase in the cost of the Goods to Managed Ink that is due to:
- 9.4.2.1 any factor beyond the control of Managed Ink (including foreign exchange fluctuations, increases in taxes and duties, and increases in labour, materials and other manufacturing costs);
- 9.4.2.2 any request by the Customer to change the delivery date(s), quantities or types of Goods ordered, or the Goods specification; or
- 9.4.2.3 any delay caused by any instructions of the Customer in respect of the Goods or failure of the Customer to give Managed Ink adequate or accurate information or instructions in respect of the Goods.
- 9.4.3 invoice the customer at anytime the cost of any Frequent Materials not used in connection with any Contract.
- 9.5 In respect of Goods, Managed Ink shall invoice the Customer any time after Managed Ink has notified the Customer that the Goods are ready for delivery. In respect of Services, Managed Ink shall invoice the Customer monthly in arrears.
- 9.6 The Customer shall pay each invoice submitted by Managed Ink:
- 9.6.1 within 30 (thirty) days of the date of the invoice provided always that the provisions of clause 4.2 apply; and
- 9.6.2 in full and in cleared funds to a bank account nominated in writing by Managed Ink, and time for payment shall be of the essence of the Contract.
- 9.7 All amounts payable by the Customer under the Contract are exclusive of amounts in respect of VAT chargeable from time to time. Where any taxable supply for VAT purposes is made under the Contract by Managed Ink to the Customer, the Customer shall, on receipt of a valid VAT invoice from Managed Ink, pay to Managed Ink such additional amounts in respect of VAT as are chargeable on the supply of the Services or Goods at the same time as payment is due for the supply of the Services or Goods.
- 9.8 If the Customer fails to make any payment due to Managed Ink under the Contract by the due date for payment, then the Customer shall pay interest on the overdue amount at the rate of 4% per annum above the Bank of England's base rate from time to time. Such interest shall accrue on a daily basis from the due date until actual payment of the overdue amount, whether before or after judgment. The Customer shall pay the interest together with the overdue amount.
- 9.9 The Customer shall pay all amounts due under the Contract in full without any set off, counterclaim, deduction or withholding except as required by law. Managed Ink may, without limiting its other rights or remedies, set off any amount owing to it by the Customer against any amount payable by Managed Ink to the Customer.
- 10. INTELLECTUAL PROPERTY RIGHTS AND UNLAWFUL MATTERS**
- 10.1 The Customer acknowledges that, in respect of any third party Intellectual Property Rights in the Contract, the Customer's use of any such Intellectual Property Rights is conditional on Managed Ink obtaining a written licence from the relevant licensor on such terms as will entitle Managed Ink to license such rights to the Customer.
- 10.2 Managed Ink may properly refuse to carry out the Contract if anything in connection with it is, in its opinion or may be of an unlawful or defamatory nature or an infringement of the proprietary or other rights of any third party.
- 10.3 The Customer shall indemnify Managed Ink in respect of any and all claims, costs and expenses arising out of the Contract relating to any unlawful or defamatory matter or which infringes Intellectual Property or other proprietary or personal rights of any third party together with all costs on a full indemnity basis.
- 10.4 All Intellectual Property created pursuant to the Contract shall be the property of Managed Ink. The Customer shall, with the express written permission of Managed Ink, be entitled to retain copies and materials for the purposes of marketing and further design development.
- 11. CONFIDENTIALITY**
- A party ("receiving party") shall keep in strict confidence all technical or commercial know how, specifications, inventions, processes or initiatives which are of a confidential nature and have been disclosed to the receiving party by the other party ("disclosing party"), its employees, agents or subcontractors, and any other confidential information concerning the disclosing party's business, its products and services which the receiving party may obtain. The receiving party shall only disclose such confidential information to those of its employees, agents and subcontractors who need to know it for the purpose of discharging the receiving party's obligations under the Contract, and shall ensure that such employees, agents and subcontractors comply with the obligations set out in this clause as though they were a party to the Contract. The receiving party may also disclose such of the disclosing party's confidential information as is required to be disclosed by law, any governmental or regulatory authority or by a court of competent jurisdiction. This clause 11 shall survive termination of the Contract.
- 12. LIMITATION OF LIABILITY**
- 12.1 Nothing in these Terms shall limit or exclude Managed Ink's liability for:

12.1.1	death or personal injury caused by its negligence, or the negligence of its employees, agents or subcontractors;	16.1	Without limiting its other rights or remedies either party may terminate the Contract by giving the other party not less than 1 (one) month's written notice.
12.1.2	fraud or fraudulent misrepresentation;	16.2	Without limiting its other rights or remedies, each party may terminate the Contract with immediate effect by giving written notice to the other party if:
12.1.3	breach of the terms implied by section 2 of the Supply of Goods and Services Act 1982 (title and quiet possession);	16.2.1	the other party commits a material breach of its obligations under this Contract and (if such breach is remediable) fails to remedy that breach within 5 (five) Business Days after receipt of notice in writing to do so;
12.1.4	breach of the terms implied by section 12 of the Sale of Goods Act 1979 (title and quiet possession); or	16.2.2	the other party suspends, or threatens to suspend, payment of its debts or is unable to pay its debts as they fall due or admits inability to pay its debts or is deemed either unable to pay its debts or as having no reasonable prospect of so doing; or
12.1.5	defective products under the Consumer Protection Act 1987.	16.2.3	the other party suspends, threatens to suspend, ceases or threatens to cease to carry on, all or substantially the whole of its business.
12.2	Subject to clause 12.1:	16.3	Without limiting its other rights or remedies, Managed Ink may suspend the supply of Services or all further deliveries of Goods under the Contract or any other contract between the Customer and Managed Ink if Managed Ink reasonably believes that the Customer is about to become subject to any of the events in clause 16.2.
12.2.1	Managed Ink shall under no circumstances whatever be liable to the Customer, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, for any loss of profit, or any indirect or consequential loss arising under or in connection with the Contract; and	16.4	On termination of the Contract for any reason:
12.2.2	Managed Ink's total liability to the Customer in respect of all other losses arising under or in connection with the Contract, whether in contract, tort (including negligence), breach of statutory duty, or otherwise, shall in no circumstances exceed the charges actually paid by the Customer to Managed Ink.	16.4.1	the Customer shall immediately pay to Managed Ink all of Managed Ink's outstanding unpaid invoices and interest and, in respect of Services supplied but for which no invoice has yet been submitted, Managed Ink shall submit an invoice, which shall be payable by the Customer immediately on receipt;
12.3	The terms implied by sections 13 to 15 of the Sale of Goods Act 1979 and the terms implied by sections 3 to 5 of the Supply of Goods and Services Act 1982 are, to the fullest extent permitted by law, excluded from the Contract.	16.4.2	the accrued rights and remedies of the parties as at termination shall not be affected, including the right to claim damages in respect of any breach of the Contract which existed at or before the date of termination or expiry; and
12.4	This clause 12 shall survive termination of the Contract.	16.4.3	clauses which expressly or by implication have effect after termination shall continue in full force and effect.
13.	CUSTOMER PROPERTY HELD BY MANAGED INK	17.	FORCE MAJEURE EVENTS
13.1	If the Services include the storage of Customer Property, then Managed Ink shall maintain adequate and appropriate insurance coverage.	17.1	Managed Ink shall not be liable to the Customer as a result of any delay or failure to perform its obligations under this Contract as a result of a Force Majeure Event.
13.2	If the Services do not include the storage of Customer Property, then any Customer Property shall be held by Managed Ink at the Customer's risk and Managed Ink accepts no liability for any damage or loss to Customer Property howsoever caused.	17.2	If the Force Majeure Event prevents Managed Ink from providing any of the Services and/or Goods for more than 4 (four) weeks, Managed Ink shall, without limiting its other rights or remedies, have the right to terminate this Contract immediately by giving written notice to the Customer.
13.3	Managed Ink reserves the right to destroy any Customer Property held after a period of 12 (twelve) months of receipt unless written notification not to destroy the Customer Property is received at least 1 (one) calendar month prior to the date for destruction. On receipt of such written notification Managed Ink may either continue to hold the Customer Property at the Customer's risk or return the Customer Property to the Customer at the cost of the Customer.	18.	SECURITY AND DATA PROTECTION
13.4	Managed Ink shall have a general lien upon all Customer Property held by Managed Ink in respect of all unpaid debts due to Managed Ink from the Customer howsoever arising. In the event of any debt being unpaid within 10 (ten) Business Days after its due date Managed Ink may on giving 5 (five) Business Days' notice to the Customer dispose of the Customer Property as Managed Ink thinks fit. The proceeds of any sale shall be applied in reduction of the amount owing by the Customer to Managed Ink.	18.1	Each party shall for the duration of this Agreement comply with the provisions of the Data Protection Act 1998 (including the Data Protection Principles set out in that Act) and from 25th May 2018 the General Data Protection Regulation and any similar or analogous laws, regulatory requirements or codes of practice (the 'Data Protection Legislation') governing the use, storage or transmission of Customer's Personal Data (for clarity, this is Personal Data provided by the Customer pursuant to the performance of this Agreement by the parties) and shall not do or permit anything to be done which might cause or otherwise result in breach of the same. For clarity this clause 18 is in addition to, and does not relieve, remove or replace, a party's obligations under the Data Protection Legislation.
14.	MATERIALS	18.2	Managed Ink acknowledges that for the purposes of the Data Protection Legislation, it is the Data Processor and the Customer is the Data Controller of any the Customer's Personal Data provided to it by the Customer or obtained by it as part of its obligations under this Agreement. For clarity Data Controller, Data Processor, and Personal Data have the meanings as defined in the Data Protection Legislation. In its capacity as Data Processor, Managed Ink undertakes to use reasonable endeavours to keep the Customer's Personal Data secure to ensure that the Customer is not in breach of its obligations under the current or any future Data Protection Legislation.
	Where the Customer provides Materials to Managed Ink or members of its Group, they shall remain the property of Customer but this shall be at the risk of the Customer during the period they remain with Managed Ink or members of its Group. Surplus Materials shall be disposed of at Managed Ink's direction. Waste or loss of Materials shall be made good at the Customer's expense.	18.3	Without limitation to clauses 18.1 and 18.2, Managed Ink agrees to:
15.	CREDIT FACILITIES	18.3.1	to ensure a level of security appropriate to the nature of the Personal Data to be protected;
15.1	If credit facilities are granted by Managed Ink, payment is due within 30 (thirty) days of the date of invoice unless specifically otherwise agreed in writing. If any invoice remains unpaid by the due date interest and other charges will apply in accordance with the Late Payment of Commercial Debt (Interest) Act 1998 as amended and in addition all invoices (including those not otherwise then due for payment) shall become due and payable immediately and in any event all costs reasonably incurred by Managed Ink in collecting payment of any invoices shall be payable by the Customer.	18.3.2	to take appropriate steps so that Managed Ink's employees and subcontractors who have access to the Customer's Personal Data comply with this clause 18;
15.2	Credit facilities shall only be granted to applicants who complete Managed Ink's credit account application and agreement form and who satisfy Managed Ink's criteria from time to time, as applicable. Such facilities may be withdrawn by Managed Ink at any time without notice and without giving reasons in which event all invoices (whether or not otherwise due and payable) shall become due and payable immediately.		
16.	TERMINATION		

- 18.3.3 to comply with the Customer's reasonable instructions pursuant to the Data Protection Legislation in relation to the collection, processing and disposal of any of the Customer's Personal Data
- 18.4 Without limitation to clauses 18.1 and 18.2 Managed Ink shall, in relation to any of the Customer's Personal Data processed in connection with the performance by Managed Ink of its obligations under this Agreement:
- 18.4.1 process that Customer's Personal Data only on the written instructions of the Customer which is to be provided within reasonable notice unless Managed Ink is required by the laws of any member of the European Union or by the laws of the European Union applicable to Managed Ink to process the Customer's Personal Data (the 'Applicable Laws');
- 18.4.2 ensure that it has in place appropriate technical and organisational measures, to protect against unauthorised or unlawful processing of the Customer's Personal Data and against accidental loss or destruction of, or damage to the Customer's Personal Data, having regard to the state of technological development and the cost of implementing any measures (those measures may include measures appropriate under the Data Protection Legislation);
- 18.4.3 ensure that all personnel who have access to and/or process the Customer's Personal Data are obliged to keep the Customer's Personal Data confidential;
- 18.4.4 not transfer any of the Customer's Personal Data outside of the European Economic Area unless the prior written consent of the Customer has been obtained and the following conditions are fulfilled:
- (i) the Customer has provided appropriate safeguards in relation to the transfer;
- (ii) the Data Subject has enforceable rights and effective legal remedies;
- (iii) Managed Ink provides an adequate level of protection to any of the Customer's Personal Data that is transferred; and
- (iv) Managed Ink complies with reasonable instructions notified to it in advance by the Customer with respect to the processing of the Customer's Personal Data;
- 18.4.5 assist the Customer, at the Customer's cost, in responding to any request from a Data Subject and in ensuring compliance with each party's obligations under the Data Protection Legislation with respect to security, breach notifications, impact assessments and consultations with supervisory authorities or regulators;
- 18.4.6 notify the Customer without undue delay on becoming aware of a breach of the Customer's Personal Data;
- 18.4.7 at the written direction of the Customer, delete or return the Customer's Personal Data and copies thereof to the Customer on termination or expiry of the Agreement unless required by Applicable Law to store the Customer's Personal Data; and
- 18.5 The Customer consents to Managed Ink appointing third-party processors of the Customer's Personal Data under this Agreement. As between the Customer and Managed Ink, The Customer authorises third party contractors to process any of the Customer's Personal Data (as defined in the Data Protection Legislation) provided that the third party contractor's agreement with Managed Ink is:
- 18.5.1 on terms similar to these set out in this Agreement; and
- 18.5.2 terminated automatically on termination of this Agreement.
- 18.6 Either party may propose at any time and on not less than 30 working days' notice and the other party shall not unreasonably object to, revisions to this clause 18. Both parties shall maintain complete and accurate records and information to demonstrate its compliance with this clause 18. Each party agrees to provide evidence to each other in the event that the other party may reasonably request and upon being given sufficient notice, to demonstrate a party's compliance with the current Data Protection Legislation.
- 19. GENERAL**
- 19.1 Assignment and other dealings.
- 19.1.1 Managed Ink may at any time assign, transfer, mortgage, charge, subcontract or deal in any other manner with all or any of its rights under the Contract and may subcontract or delegate in any manner any or all of its obligations under the Contract to any third party.
- 19.1.2 The Customer shall not, without the prior written consent of Managed Ink, assign, transfer, charge, subcontract, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract.
- 19.2 Notices.
- 19.2.1 Any notice or other communication given to a party under or in connection with this Contract shall be in writing, addressed to that party at its principal place of business or such other address as that party may have specified to the other party in writing in accordance with this clause, and shall be delivered personally or sent by prepaid first class post or other next working day delivery service, or by commercial courier, fax or e mail.
- 19.2.2 A notice or other communication shall be deemed to have been received: if delivered personally, when left at the address referred to in clause 19.2.1; if sent by pre paid first class post or other next working day delivery service, at 9.00 am on the second Business Day after posting; if delivered by commercial courier, on the date and at the time that the courier's delivery receipt is signed; or, if sent by fax or email, one Business Day after transmission.
- 19.2.3 The provisions of this clause shall not apply to the service of any proceedings or other documents in any legal action.
- 19.3 Severance. If any provision or part provision of the Contract is or becomes invalid, illegal or unenforceable, it shall be deemed modified to the minimum extent necessary to make it valid, legal and enforceable. If such modification is not possible, the relevant provision or part provision shall be deemed deleted. Any modification to or deletion of a provision or part provision under this clause shall not affect the validity and enforceability of the rest of the Contract.
- 19.4 Waiver. A waiver of any right under the Contract or law is only effective if it is in writing and shall not be deemed to be a waiver of any subsequent breach or default. No failure or delay by a party in exercising any right or remedy under the Contract or by law shall constitute a waiver of that or any other right or remedy, nor prevent or restrict its further exercise of that or any other right or remedy. No single or partial exercise of such right or remedy shall prevent or restrict the further exercise of that or any other right or remedy.
- 19.5 No partnership or agency. Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between any of the parties, nor, subject to clause 4.1, constitute either party the agent of another party for any purpose.
- 19.6 Third parties.
- 19.6.1 The Customer agrees that the controls, benefits, rights, licences and indemnities granted to Managed Ink under the Contract are also granted to each member of its Group and that any loss suffered by Managed Ink or a member of its Group as a result of any action or omission under the Contract shall be deemed to be a loss of Managed Ink and recoverable from the Customer under the Contract (subject to the agreed exclusions and limits on liability).
- 19.6.2 Other than as set out in clause 19.6.1 above, a Person who is not a party to Contract or this Agreement will have no right under the Contract (Rights of Third Parties) Act 1999 to enforce any of its terms.
- 19.7 Variation. Except as set out in these Terms, no variation of the Contract, including the introduction of any additional terms and conditions shall be effective unless it is agreed in writing and signed by Managed Ink.
- 19.8 Governing law. This Agreement and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.
- 19.9 Jurisdiction. Each party irrevocably agrees that the courts of England 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).