

TERMS AND CONDITIONS OF TRADE FOR AFOUR LIMITED TRADING AS PAPER STATE

Introduction

Afour Limited trades under the name Paper State and specialises in the supply of paper for retail sale through stationers, art shops and craft stores. Paper State does not supply the general public

General

Unless otherwise agreed in writing the following terms and conditions apply to the sale of all goods made by Paper State ("The Company") to the exclusion of any other terms or conditions.

Placing Orders

All orders must clearly state the exact description and quantities required. No order can be cancelled without the Company's prior written agreement and then only if the Company is reimbursed for all costs as a consequence of the cancellation.

The following products can be ordered from Paper State:

SOHO

COLOR BASE

Folio

Classic Pages

Papyra

Papyra Card Sets

Papyra Writing Sets

Metallics

INDUS

Rössler Paperado

Rössler Writing Sets

Basic

Tektoñe

Prices

The prices stated in this price list are the current recommended retail prices and they are subject to alteration without prior notice.

Delivery

Prices do not include delivery charges, which will be added by the Company where appropriate.

Any time or delivery date requested by the Customer is only for the guidance of the Company and the Company is not liable for the consequences of any delay in making the delivery, nor is any delay cause for cancellation of any order.

Payment

The customer shall make payment to the Company by the end of the month following the date of invoice of the goods supplied. Payment by the due date shall be of the essence of the contract.

Where payment in respect of any invoice is delayed beyond the date due for payment the Company shall have the right, at its sole discretion and without prejudice to any other right it might have, to charge the Customer 2% per month, calculated on a daily basis, on any overdue amount.

Title and Risk

The Company shall not be liable for any risk to or in the goods once they have been passed to the customer.

Ownership of the goods will not pass to the customer until payment is made in full. Until payment is made in full the Customer shall have possession of the goods as the bailee of the seller. If the Customer has purchased the goods from the Company for resale the Customer may sell and deliver them to a third party. Upon payment for the goods the Customer is required to pay the

Company the amount due for the goods subject to the due payment date as defined in

Payment.

The Company reserves the right to repossess any goods for which payment has not been made in full and to sell such goods as the Company should decide at its sole discretion.

For this purpose the Customer grants the Company, its servants and its agents an irrevocable right to enter any and all premises of the Customer with vehicles should the Company decide at its sole discretion. This right shall continue to exist as long as the Customer has a debt due to the Company whether or not any contract between the Company and the Customer is considered terminated or not. This right shall not prejudice any other right that the Company may have under these terms and conditions or any other rights the Company may have.

Damage and or Loss of Goods

The Company will not accept any claim for damage or loss of goods in transit unless such claim is made in writing to the Company within 14 days of the invoice date.

The extent of the liability of the Company in the case of loss or damage is limited to the replacement or repair of the damaged goods at the Company's sole discretion.

Product Complaints

The Company will not accept any claim that its products are faulty unless the Customer retains such "faulty goods" so that the Company can inspect and evaluate such goods. The Company has the sole right to determine whether or not the goods are faulty. In the event that the Company agrees that the goods are faulty the Company undertakes to replace the goods or refund the net value (excluding delivery) at the Company's sole discretion. In any and all events the Company's liability is limited to replacement or refund at the Company's sole discretion and the Company is not liable for any consequential loss, damage or expense however arrived at resulting from any goods found to be faulty.

Suitability

The Company undertakes that the goods it supplies are fit for their stated purpose. However the Customer is responsible for determining the suitability of the goods for any particular use and the Company makes no warranty, express or implied, as to the suitability of any goods for any particular use or purpose.

Industrial Property Rights

The Company does not warrant that its goods do not or will not by their existence or use infringe the industrial property rights of any third party.

Trademarks

The Customer undertakes not to use the Company's trademarks except in a manner approved by the Company and not without the Company's prior written consent.

Packaging

The customer undertakes not to repack or relabel any goods supplied to it by the Company without first receiving the Company's written authorisation.

Force Majeure

The Company is not liable for any loss as a result of failure to deliver caused by or the consequence of fire, flood, war, civil

disturbance, embargo, strike or failure to secure materials from normal sources of supply, or any circumstances beyond the Company's control. The Company is not relieved from making delivery, nor the Customer relieved from accepting delivery once the interference has been removed.

Afour Limited

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