

**AVERY DENNISON RETAIL INFORMATION SERVICES UK LTD**  
**CONDITIONS OF SALE**

**1. Basis of the Sale**

1.1 In these Conditions the following words shall have the following meanings:

- (a) **"Conditions"** means this document which contains the conditions of sale of Products;
- (b) **"Contract"** means the order for Products as accepted by Avery Dennison Retail Information Services UK Ltd together with these Conditions;
- (c) **"Customer"** means the party, acting in the course of and on behalf of its trade, business or profession, placing an order for Products;
- (d) **"Avery Dennison Retail Information Services UK Ltd"** means Avery Dennison Retail Information Services UK Ltd of 10 Upper Street, London, England, E14 5JJ, Hertfordshire, England, registered number 01833924;
- (e) **"Products"** means those products manufactured, produced or supplied by Avery Dennison Retail Information Services UK Ltd from time to time identified in an order by the Customer; and
- (f) **"Website"** means the entire contents of any worldwide website through which Avery Dennison Retail Information Services UK Ltd advertises the sale of its Products in the UK from time to time.

1.2 Avery Dennison Retail Information Services UK Ltd will sell and the Customer will purchase the Products in accordance with these Conditions, which will govern the Contract to the exclusion of all other terms and conditions.

1.3 Avery Dennison Retail Information Services UK Ltd's employees or agents are not authorised to make any representations concerning the Products unless confirmed by Avery Dennison Retail Information Services UK Ltd in writing. In entering into the Contract, the Customer acknowledges that it does not rely on any such representations that are not so confirmed.

**2. Contract Formation**

2.1 A Contract is formed when Avery Dennison Retail Information Services UK Ltd's authorised representative accepts the Customer's order in writing or the Products are delivered to the Customer, whichever is earlier.

2.2 Where an order is submitted by the Customer through a Website, such order will not be acknowledged as received by Avery Dennison Retail Information Services UK Ltd unless it is submitted in accordance with instructions on that Website and no Contract will be formed unless and until Avery Dennison Retail Information Services UK Ltd accepts the Customer's order. Acceptance will be deemed complete and will be deemed for all purposes to have been effectively communicated to the Customer at the time that that Website displays an order confirmation page or the Products are delivered to the Customer, whichever is earlier. Avery Dennison Retail Information Services UK Ltd reserves the right to cancel a Contract where it relates to incorrect information posted on a Website, in which case it will fully refund to the Customer any sums paid but without further liability.

**3. Orders and Specifications**

3.1 A quotation by Avery Dennison Retail Information Services UK Ltd does not constitute an offer. For so long as the quotation remains valid, the Customer shall be entitled to place an order in accordance with the quotation.

3.2 The Customer will be responsible to Avery Dennison Retail Information Services UK Ltd for ensuring the accuracy of any order (including any applicable specification) submitted by the Customer, and for giving Avery Dennison Retail Information Services UK Ltd any necessary information relating to the Products within a sufficient time to enable Avery Dennison Retail Information Services UK Ltd to perform the Contract in accordance with these Conditions and the Customer will be responsible for inspecting the Products on delivery before use.

3.3 All orders must be in writing or must be submitted through a Website and it is the responsibility of the Customer to ensure the legibility and correctness of the information contained in the order.

3.4 All confirmation orders must be marked as such. In the absence of such marking any orders may be treated as a separate order.

3.5 Where quotations are given the quantity, quality and description of and any specification for the goods will be those set out in Avery Dennison Retail Information Services UK Ltd's quotation as referred to by the Customer in its order.

3.6 If the goods are to be manufactured or any process is to be applied to the goods by Avery Dennison Retail Information Services UK Ltd in accordance with a specification submitted by the Customer, the Customer will indemnify Avery Dennison Retail Information Services UK Ltd against all loss, damages, costs and expenses awarded against or incurred by Avery Dennison Retail Information Services UK Ltd in connection with or paid or agreed to be paid by Avery Dennison Retail Information Services UK Ltd in settlement of any claim for infringement of any patent, copyright,

registered design, design, trade mark or other industrial or intellectual property rights of any other person which result from Avery Dennison Retail Information Services UK Ltd's use of the Customer's specification.

3.7 Materials used by Avery Dennison Retail Information Services UK Ltd in the production process, whether held electronically or otherwise, will remain Avery Dennison Retail Information Services UK Ltd exclusive property:

- (a) Customers' property and all property supplied to Avery Dennison Retail Information Services UK Ltd by or on behalf of the Customer will, while it is in Avery Dennison Retail Information Services UK Ltd's possession or in transit, be deemed to be at the Customer's risk unless otherwise agreed in writing by Avery Dennison Retail Information Services UK Ltd. The Customer should insure accordingly.
- (b) Avery Dennison Retail Information Services UK Ltd will be entitled to make a reasonable charge for the storage of any of the Customer's property left with Avery Dennison Retail Information Services UK Ltd before the receipt of the order, after delivery to the Customer or after notification to the Customer that the work is complete.

3.8 All descriptive and forward specifications, drawings and other particulars submitted with Avery Dennison Retail Information Services UK Ltd's quotation are approximate only and the descriptions and illustrations contained in Avery Dennison Retail Information Services UK Ltd's catalogues, price lists and other advertisement matter are intended merely to present a general idea of the goods described therein and none of these will form part of a Contract. Drawings and all details thereon are private and confidential to Avery Dennison Retail Information Services UK Ltd. Drawings are supplied under the express condition that they are not reproduced nor communicated to any other person in whole or part nor may the information contained therein be used directly or indirectly in any way detrimental to the interests of Avery Dennison Retail Information Services UK Ltd without the written consent of Avery Dennison Retail Information Services UK Ltd. Unless otherwise agreed, copies of artwork and film owned by Avery Dennison Retail Information Services UK Ltd will not be supplied to Customers

3.9 Avery Dennison Retail Information Services UK Ltd reserves the right to make a charge for preliminary work carried out at the Customer's request including the work carried out for the purpose of supplying artwork samples or experimental copies:

- (a) Customers' corrections on and after first proofs including alterations in style will be charged extra.
- (b) Proofs of all work may be submitted for the Customer's approval and Avery Dennison Retail Information Services UK Ltd will incur no liability for any errors not corrected by the Customer in proofs so submitted. The Customer's alterations and additional proofs necessitated thereby will be charged extra. When style, type or layout is left to Avery Dennison Retail Information Services UK Ltd's judgement, changes made thereto by the Customer will be charged extra.
- (c) Proof changes must be made in writing.

3.10 Avery Dennison Retail Information Services UK Ltd will not be under an obligation to manufacture or supply any matter that, in Avery Dennison Retail Information Services UK Ltd's opinion, may be of an illegal or libellous nature.

3.11 The Customer will indemnify Avery Dennison Retail Information Services UK Ltd in respect of all claims, costs and expenses arising out of illegal or libellous matter printed for the Customer.

3.12 Avery Dennison Retail Information Services UK Ltd reserves the right to make any changes in the specification of the Products which are required to conform with any applicable statutory or EU specification, which do not materially affect their quality or performance.

3.13 No order which has been varied or accepted by Avery Dennison Retail Information Services UK Ltd may be cancelled by the Customer except with the agreement in writing of Avery Dennison Retail Information Services UK Ltd and on terms that the Customer will indemnify Avery Dennison Retail Information Services UK Ltd in full against all loss (including loss of profit), costs (including the cost of all labour and materials used), damages, charges and expenses incurred by Avery Dennison Retail Information Services UK Ltd as a result of cancellation.

3.14 Where orders for small quantities are accepted, they are accepted on the understanding that they may be subject to a minimum order charge.

3.15 Owing to the difficulty of manufacturing an exact quantity, Avery Dennison Retail Information Services UK Ltd reserves the right without any liability whatsoever to the Customer to deliver (and charge accordingly) Avery Dennison Retail Information Services UK Ltd's Products within 5% for printed Products and 10% for woven Products above or below the quantity ordered. This tolerance will be applied to each line item of each order.

3.16 Avery Dennison Retail Information Services UK Ltd does not guarantee colourfastness, non-shrinkage or stonewash resistance levels. Variations in dimensions, quality and colour, which are beyond the reasonable control of Avery Dennison Retail Information Services UK Ltd, will not be a basis of any claims of any nature against Avery Dennison Retail Information Services UK Ltd nor for avoidance of any agreement between Avery Dennison Retail Information Services UK Ltd and the Customer. Colours are matched to samples or sketches as accurately as possible but no guarantee can be given for an exact match. Lithographic products will be matched to Pantone colours and produced within normal commercial print colorants for colour match.

3.17 When applicable, stocks held on Contract orders will be held for a maximum of 3 months from the date of order. Unless otherwise agreed in writing, at the end of this period stocks will automatically be dispatched and invoiced to the Customer.

**4. Price of the Products**

4.1 All prices are exclusive of any applicable taxes including, without limitation, Value Added Tax. The Customer will pay Value Added Tax (or any tax of a like or similar nature) and delivery charges on all Products or services that may be subject thereto.

4.2 Quotations are tendered without engagement and are subject to confirmation upon receipt of order. Quotations remain valid for a period of 30 days.

4.3 Avery Dennison Retail Information Services UK Ltd reserves the right to revoke or revise a quotation after it has been issued but before the Customer places an order based on it.

4.4 Avery Dennison Retail Information Services UK Ltd reserves the right, by giving notice to the Customer at any time before delivery, to increase the price of the Products to reflect any increase in the cost to Avery Dennison Retail Information Services UK Ltd which is due to any factor beyond the control of Avery Dennison Retail Information Services UK Ltd (such as, without limitation, any foreign exchange fluctuation, currency regulations, alteration of duties, significant increase in the cost of labour, materials or other cost of manufacture), any change in delivery dates, quantities or specifications for the Products which is requested by the Customer, or any delay caused by any instructions of the Customer or failure of the Customer to give Avery Dennison Retail Information Services UK Ltd adequate information or instructions.

4.5 Where Avery Dennison Retail Information Services UK Ltd agrees to deliver the Products to the Customer's premises or other premises as agreed, the Customer will be liable to pay Avery Dennison Retail Information Services UK Ltd's charges for transport, packaging and insurance.

4.6 Avery Dennison Retail Information Services UK Ltd reserves the right to make an extra charge should expedited delivery be required which necessitates additional cost.

**5. Terms of Payment**

5.1 Subject to any special terms agreed in writing between the Customer and Avery Dennison Retail Information Services UK Ltd, Avery Dennison Retail Information Services UK Ltd may at its election request that payment is made by the Customer in accordance with this Clause 5, either on receipt of an invoice, subject to any credit terms agreed with the Customer, or by credit/debit card.

5.2 Avery Dennison Retail Information Services UK Ltd will be entitled to invoice the Customer for the price of the Products on or at any time after delivery of the Products unless:

- (a) the Products are to be collected by the Customer or the Customer wrongfully fails to take delivery of the Products, in which event Avery Dennison Retail Information Services UK Ltd will be entitled to invoice the Customer for the price at any time after Avery Dennison Retail Information Services UK Ltd has notified the Customer that the Products are ready for collection or (as the case may be) Avery Dennison Retail Information Services UK Ltd has tendered delivery of the Products; or
- (b) where Avery Dennison Retail Information Services UK Ltd has indicated that payment is to be by credit/debit card, it shall be of a type of credit/debit card accepted by Avery Dennison Retail Information Services UK Ltd from time to time, Avery Dennison Retail Information Services UK Ltd will debit the Customer's credit/debit card before dispatching the Products and, for the purposes of Clause 5.5, the due date shall be the date on which Avery Dennison Retail Information Services UK Ltd debits the Customer's credit/debit card account.

5.3 The Customer will pay the price of the Products without any deduction immediately upon receipt of Avery Dennison Retail Information Services UK Ltd's invoice, notwithstanding that delivery may not have taken place and the property of the Products has not passed to the Customer. In this case the due date for payment is the date of receipt of the invoice by the Customer.

5.4 Credit terms of thirty days from the date of the invoice may be granted subject to two satisfactory trade references. Avery

- Dennison Retail Information Services UK Ltd reserves the right to refuse credit facilities. If Avery Dennison Retail Information Services UK Ltd grants credit, the due date for payment is thirty days following the date of the invoice.
- 5.5 If the Customer fails to make any payment by the due date then, without prejudice to any other right or remedy available to Avery Dennison Retail Information Services UK Ltd, Avery Dennison Retail Information Services UK Ltd will be entitled to:
- cancel the Contract or suspend any further deliveries to the Customer. In no circumstances will Avery Dennison Retail Information Services UK Ltd be liable for loss of any nature suffered by a Customer as a result of the application of this Condition nor will it be a reason for the cancellation of the Contract or any other contract that will, at Avery Dennison Retail Information Services UK Ltd's option, remain in full force and effect.
  - appropriate any payment made by the Customer to such of the Products (or the Products supplied under any other contract between the Customer and Avery Dennison Retail Information Services UK Ltd) as Avery Dennison Retail Information Services UK Ltd may think fit (notwithstanding any purported appropriation by the Customer); and
  - charge the Customer interest (both before and after any judgement) on the amount unpaid, at the rate of 4 per cent per annum above Barclays Bank Plc base rate from time to time, until payment in full is made (a part of a month being treated as a full month for the purpose of calculating interest).
- 5.6 Any right of the Customer to make a set-off against the price of the Products is hereby excluded.
- 5.7 Notwithstanding that credit may have been given to the Customer, Avery Dennison Retail Information Services UK Ltd will, at its discretion, be entitled to retain possession of the Products or any of them until payment has been received from the Customer in full. Without prejudice to any other right which Avery Dennison Retail Information Services UK Ltd may have, Avery Dennison Retail Information Services UK Ltd will be entitled to exercise a general lien or right of retention on all Products in Avery Dennison Retail Information Services UK Ltd's possession which are or are intended to become the Customer's property in regard to all debts, damage or other sums due to Avery Dennison Retail Information Services UK Ltd under any contract whatsoever between Avery Dennison Retail Information Services UK Ltd and the Customer and pursuant to such lien or right Avery Dennison Retail Information Services UK Ltd will be entitled without notice to the Customer to sell all or any portion of such Products privately by auction or otherwise and to keep the proceeds in diminution of such debts, damages or sums and of all costs and expenses incurred in and about effecting such sale.
6. **Delivery**
- 6.1 Delivery of the Products will be made by the Customer collecting the Products at Avery Dennison Retail Information Services UK Ltd's premises at any time after Avery Dennison Retail Information Services UK Ltd has notified the Customer that the Products are ready for collection or, if some other place for delivery is agreed by Avery Dennison Retail Information Services UK Ltd, by Avery Dennison Retail Information Services UK Ltd delivering the Products to that place.
- 6.2 Any dates quoted for delivery of the Products are approximate only and Avery Dennison Retail Information Services UK Ltd will not be liable for any delay in delivery of the Products however caused. Time for delivery will not be of the essence of the Contract. The Products may be delivered by Avery Dennison Retail Information Services UK Ltd in advance of the quoted delivery date upon giving reasonable notice to the Customer.
- 6.3 When it is necessary for the Customer to supply any containers, packaging, labels, identifications or particulars in respect of the Products or do any other act to enable Avery Dennison Retail Information Services UK Ltd to effect delivery of the Products, such containers, packaging, labels, identifications or particulars must be furnished or act performed within a reasonable time to enable Avery Dennison Retail Information Services UK Ltd to deliver such items in accordance with the Contract.
- 6.4 Should any process or machine work be suspended at the request of or delayed through the fault of the Customer, all idle time thus created and any overtime thus necessitated will be additionally charged.
- 6.5 Where the Products are to be delivered in instalments, each delivery will constitute a separate Contract and failure by Avery Dennison Retail Information Services UK Ltd to deliver any one or more of the instalments in accordance with these conditions or any claim by the Customer in respect of any one or more instalments will not entitle the Customer to treat the Contract as a whole as repudiated.
- 6.6 If Avery Dennison Retail Information Services UK Ltd fails to deliver the Products (or any instalment) for any reason other than any cause beyond Avery Dennison Retail Information Services UK Ltd's reasonable control or the Customer's fault, and Avery Dennison Retail Information Services UK Ltd is accordingly liable to the Customer, Avery Dennison Retail Information Services UK Ltd's liability will be limited to the excess (if any) of the cost to the Customer (in the cheapest available market) of similar Products to replace those not delivered over the price of the Products.
- 6.7 If the Customer fails to take delivery of the Products or fails to give Avery Dennison Retail Information Services UK Ltd adequate written delivery instructions at the time stated for delivery (otherwise than by reason of Avery Dennison Retail Information Services UK Ltd's fault) then, without prejudice to any other right or remedy available to Avery Dennison Retail Information Services UK Ltd, Avery Dennison Retail Information Services UK Ltd may:
- store the Products until actual delivery and charge the Customer for the reasonable costs (including insurance) of storage; or
  - sell the Products at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the Customer for the excess over the price under the Contract or charge the Customer for any shortfall below the price under the Contract.
- 6.8 Avery Dennison Retail Information Services UK Ltd will not be under any liability in respect of any damage deterioration or partial loss of the Products in transit unless claims are notified to Avery Dennison Retail Information Services UK Ltd within 7 days of delivery.
7. **Risk and Property**
- 7.1 Risk in the Products will pass to the Customer immediately on delivery to the Customer or into custody on the Customer's behalf whichever is the sooner.
- 7.2 Notwithstanding delivery and the passing of risk in the Products, or any other provision of these Conditions, the property in the Products will not pass to the Customer until Avery Dennison Retail Information Services UK Ltd has received in cash or cleared funds payment in full of the price of the Products and all other Products agreed to be sold by Avery Dennison Retail Information Services UK Ltd to the Customer for which payment is then due.
- 7.3 If before property in the Products passes to the Customer:
- the Products are altered or other Products become attached to the Products or if any part of the Products is replaced, such other Products or replacement parts will accede to and form part of the Products and such attachment and placement will not affect Avery Dennison Retail Information Services UK Ltd's title as absolute owner of the Products;
  - the Products are sold by the Customer, such sale or sales will be deemed to be on behalf of Avery Dennison Retail Information Services UK Ltd, but without imposing any liability on Avery Dennison Retail Information Services UK Ltd to the sub-purchaser, and the Customer will hold the proceeds of the sale or rights arising from the sale against the sub-purchaser as trustee for Avery Dennison Retail Information Services UK Ltd and will keep the proceeds of the sale separate from its other monies and account to Avery Dennison Retail Information Services UK Ltd accordingly.
- 7.4 Until such time as the property in the Products passes to the Customer, the Customer will hold the Products as Avery Dennison Retail Information Services UK Ltd's fiduciary agent and bailee, and will keep the Products separate from those of the Customer and third parties and properly stored, protected and insured and identified as Avery Dennison Retail Information Services UK Ltd's property, but shall be entitled to resell or use the Products in the ordinary course of its business.
- 7.5 Until such time as the property in the Products passes to the Customer (and provided the Products are still in existence and have not been resold), Avery Dennison Retail Information Services UK Ltd will be entitled at any time to require the Customer to deliver up the Products to Avery Dennison Retail Information Services UK Ltd and, if the Customer fails to do so forthwith, to enter upon any premises of the Customer or any third party where the Products are stored and repossess the Products.
- 7.6 The Customer will not be entitled to pledge or in any way charge by way of security for any indebtedness any of the Products which remain the property of Avery Dennison Retail Information Services UK Ltd, but if the Customer does so all monies owing by the Customer to Avery Dennison Retail Information Services UK Ltd will (without prejudice to any other right or remedy of Avery Dennison Retail Information Services UK Ltd) forthwith become due and payable.
8. **Warranties and Liability**
- 8.1 Avery Dennison Retail Information Services UK Ltd's acceptance of an order does not warrant in any way the suitability of the Products manufactured by Avery Dennison Retail Information Services UK Ltd for the use to which they are put.
- 8.2 Avery Dennison Retail Information Services UK Ltd will be under no liability in respect of any defect in the goods arising from any drawing, design or specification supplied by the Customer.
- 8.3 Avery Dennison Retail Information Services UK Ltd accepts no responsibility where materials or components supplied by the Customer or through his offices or from sources dictated by the Customer will be defective or in any unsatisfactory condition and the Customer will indemnify Avery Dennison Retail Information Services UK Ltd against any loss suffered by Avery Dennison Retail Information Services UK Ltd as a result of such defects or conditions.
- 8.4 Avery Dennison Retail Information Services UK Ltd will be under no liability in respect of any defect arising from fair wear and tear, wilful damage, negligence, abnormal working conditions, failure to follow Avery Dennison Retail Information Services UK Ltd's instructions, misuse or alteration or repair of the Products without Avery Dennison Retail Information Services UK Ltd's approval.
- 8.5 Any claim by the Customer which is based on any defect in the quality or condition of the Products or their failure to correspond with specification will (whether or not delivery is refused by the Customer) be notified to Avery Dennison Retail Information Services UK Ltd in writing within 7 days from the date of delivery, the Customer will inspect all Products delivered immediately upon delivery and in all cases before the Products are attached, affixed or incorporated in any way with on or into other Products of the Customer. If delivery is not refused, and the Customer does not notify Avery Dennison Retail Information Services UK Ltd accordingly, the Customer will not be entitled to reject the Products and Avery Dennison Retail Information Services UK Ltd will have no liability for such defect or failure, and the Customer will be bound to pay the price as if the Products had been delivered in accordance with the Contract.
- 8.6 No Products may be returned without the prior authorisation of Avery Dennison Retail Information Services UK Ltd. Avery Dennison Retail Information Services UK Ltd reserves the right to charge a "re-stocking" fee of 15%, with a minimum of £25, for any Products returned for a reason other than a fault within Avery Dennison Retail Information Services UK Ltd's responsibility.
- 8.7 Where any valid claim in respect of any of the Products which is based on any defect in the quality or condition of the Products or their failure to meet specification is notified to Avery Dennison Retail Information Services UK Ltd in accordance with these Conditions, Avery Dennison Retail Information Services UK Ltd will be entitled to replace the Products (or the part in question) free of charge or, at Avery Dennison Retail Information Services UK Ltd's sole discretion, refund to the Customer the price of the Products (or a proportionate part of the price), but Avery Dennison Retail Information Services UK Ltd will have no further liability to the Customer.
- 8.8 The conditions, warranties and other terms stated in these Conditions are in lieu of all other conditions, warranties or other terms concerning the subject matter of these Conditions which might but for this Clause 8.8 have effect between Avery Dennison Retail Information Services UK Ltd and the Customer or would otherwise be implied or incorporated into these Conditions or any collateral contract whether by statute, common law or otherwise, all of which are hereby excluded (including, without limitation, the implied conditions as to satisfactory quality, fitness for purpose or the implied term as to the use of reasonable skill and care).
- 8.9 Nothing in these Conditions shall exclude or limit Avery Dennison Retail Information Services UK Ltd's liability for (i) the tort of deceit; (ii) death or personal injury caused by its negligence (iii) any breach of the obligations implied by Section 12 Sale of Goods Act 1979 or Section 2 Supply of Goods and Services Act 1982; or (iv) any liability which cannot be excluded under applicable law.
- 8.10 Save as provided for in Clause 8.9, Avery Dennison Retail Information Services UK Ltd does not accept and hereby excludes any liability in negligence other than any such liability arising pursuant to the Contract.
- 8.11 Subject to Clause 8.9, Avery Dennison Retail Information Services UK Ltd shall have no liability for any of the following losses or damage (whether such losses or damage were foreseeable, known or otherwise): loss of revenue, loss of actual or anticipated profits (including loss of profits on contracts), loss of the use of money, loss of anticipated savings, loss of business, loss of opportunity, loss of goodwill, loss of reputation, loss of damage or corruption of data, or any indirect or consequential loss, damage howsoever caused (including, for the avoidance of doubt, where such loss or damage is of the type specified in this Clause 8.11).
- 8.12 Subject to Clause 8.9, Avery Dennison Retail Information Services UK Ltd's aggregate liability under the Contract or (without limitation) the supply or non-supply of any Products shall in no event exceed one hundred percent (100%) of the price of the Products payable by the Customer pursuant to the Contract.
- 8.13 Notwithstanding anything to the contrary in these Conditions, Avery Dennison Retail Information Services UK Ltd shall not be liable to the Customer for any loss or damage which may be suffered by the Customer as a direct or indirect result of the supply of Products by Avery Dennison Retail Information Services UK Ltd

being prevented, hindered, delayed or rendered uneconomic by reason of circumstances or events beyond Avery Dennison Retail Information Services UK Ltd's reasonable control including (but not limited to) act of God, war, riot, strike, lock-out, trade dispute or labour disturbance, accident, break-down of plant or machinery, fire, flood, storm, difficulty or increased expense in obtaining workmen, materials or transport or other circumstances affecting the supply of Products or of raw materials therefor by Avery Dennison Retail Information Services UK Ltd's normal source of supply or the manufacture of Products by Avery Dennison Retail Information Services UK Ltd's normal means or the delivery of Products by Avery Dennison Retail Information Services UK Ltd's normal route or means of delivery.

8.14 If, due to such circumstances or events contemplated in Clause 8.13, Avery Dennison Retail Information Services UK Ltd has insufficient stocks to meet all its commitments Avery Dennison Retail Information Services UK Ltd may apportion available stocks between its customers at its sole discretion.

#### 9. Insolvency of Customer

9.1 Clause 9.2 applies if:

- (a) the Customer makes any voluntary arrangement with its creditors or (being an individual or firm) becomes bankrupt or (being a company) becomes subject to an administration order or goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction); or
- (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the Customer; or
- (c) the Customer ceases, or threatens to cease, to carry on business; or
- (d) the Customer suffers any similar action in any jurisdiction in consequence of debt; or
- (e) Avery Dennison Retail Information Services UK Ltd reasonably apprehends that any of the events mentioned above is about to occur in relation to the Customer and notifies the Customer accordingly.

9.2 In the circumstances specified in Clause 9.1, without prejudice to any other right or remedy available to Avery Dennison Retail Information Services UK Ltd, Avery Dennison Retail Information Services UK Ltd will be entitled to cancel the Contract or suspend any further deliveries under the Contract without any liability to the Customer, and if the Products have been delivered but not paid for, the price will become immediately due and payable notwithstanding any previous agreement or arrangement to the contrary.

#### 10. Export Terms

10.1 The Customer will be responsible for complying with any legislation or regulations governing the importation of the Products into the country of destination and for the payment of any duties on them. Regardless of any disclosure made by the Customer to Avery Dennison Retail Information Services UK Ltd of the destination of the Products, the Customer shall not export or re-export directly or indirectly, the Products without first obtaining all written consents or authorisations which may be required by such laws, rules or regulations.

#### 11. General

11.1 The invalidity or unenforceability of any provision of these Conditions shall not affect the validity or enforceability of the remaining provisions.

11.2 These Conditions will be governed by the English law, and the Customer submits to the non-exclusive jurisdiction of the English courts.

11.3 The application of the Contract (Rights of Third Parties) Act 2000 is hereby expressly excluded.

11.4 The Contract (represented by the order as accepted by Avery Dennison Retail Information Services UK Ltd together with these Conditions) constitutes the entire agreement between the parties regarding the subject matter of the Contract and supersedes any prior agreement between the parties relating to such subject matter. No other ordering documentation, e-mail or any hand written or type written text which purports to modify or supplement the Contract shall add to or vary the terms and conditions of the Contract unless signed or initialled by an authorised officer of each party. The Customer shall have no remedy in respect of, and Avery Dennison Retail Information Services UK Ltd shall have no liability in respect of, any statement (including any untrue statement) whether written or oral, made to it upon which it relied in entering into the Contract unless such statement was an untrue statement made by Avery Dennison Retail Information Services UK Ltd; (i) knowing that it was untrue or (ii) as to a fundamental matter, including as to a matter fundamental to the maker's ability to perform its obligations under the Contract. Avery Dennison Retail Information Services UK Ltd shall have no liability to the Customer other than pursuant to the express terms of the Contract. Any liability as to a matter described in (ii) above shall be subject to the limits of liability in Clause 8.

11.5 No failure of either party to exercise or enforce any of its rights under the Contract will act as a waiver of such rights.

11.6 Avery Dennison Retail Information Services UK Ltd may assign the Contract or any of its rights or obligations thereunder but the Customer may not assign all or any of its rights or obligations under the Contract without the prior written consent of Avery Dennison Retail Information Services UK Ltd.

11.7 No variation of, or amendment to, the Contract shall bind either party unless made in writing and signed by authorised representatives of both parties.

11.8 Any notice given pursuant to these Conditions shall be deemed to have been duly given to a party if delivered by hand or by courier or sent by special delivery or facsimile to that party's registered office or principal place of business or such other address as may have been notified pursuant to this provision to the party giving the notice. Notices shall be deemed to have been served on delivery if delivered by hand or courier or 72 hours after despatch if sent by special delivery and notices sent by facsimile shall be deemed to have been served when sent.

Issue Date: 20 February 2001