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Terms and Conditions for the Supply of Goods, Reprographic Output and Services of All4Labels Global Packaging Group

The Customer's attention is drawn in particular to the provisions of Clause 13 (Liability) of these Conditions

1. Interpretation

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

Agreed-upon	the specifications for the Goods agreed upon with the Customer, subject
Quality	to the Quality Tolerance;
All4L	All4Labels UK Ltd (registered company number 02846398) or any of its affiliates which supplies Goods, Reprographic Output or Services under the Contract including under its Springfield brand;
Artwork	the copy, artwork, layout, design, paper, printed material or electronic files that are supplied by or on behalf of the Customer to enable All4L to print labels and/or create Reprographic Output;
Business Day	a day (other than a Saturday, Sunday or public holiday) where banks in London are open for business;
Claims	all demands, claims, proceedings, penalties, fines and liability (whether criminal or civil, in contract, tort or otherwise);
Commencement Date	has the meaning given in Clause 3.2;
Conditions	the terms and conditions of business set out in this document;
Contract	the contract between All4L and the Customer for the supply of Goods, Reprographic Output and/or Services in accordance with these Conditions, and All4L's quotation (if any), All4L's written acknowledgement of Order (if any) and any special terms and conditions agreed in writing between All4L and the Customer;
Customary Quality	the technical quality tolerances and the quality tolerances for Goods accepted by industry;
Customer	the person, firm or company who purchases the Goods, Reprographic Output or Services from All4L;
Fonts	fonts in respect of which the intellectual property rights are owned by a third party;
Goods	the goods (or any part of them) set out in the Order;
Intellectual Property	all intellectual property rights, including patents, trademarks, utility models, designs, copyrights and know-how, 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



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Losses	which subsist or will subsist now or in the future in any part of the world; all liabilities, damages, losses (including loss of profits, loss of business, loss of reputation, loss of savings and loss of opportunity), fines, expenses and costs (including all interest, penalties, legal costs and expenses, and professional costs and expenses);
Order	the Customer's order for the supply of Goods, Reprographic Output, and/or Services, as set out in the Customer's purchase order form, the Customer's written acceptance of All4L's quotation, or overleaf, as the case may be;
Price	the price payable by the Customer for: ▪ the purchase of Goods; ▪ the production and supply of the Reprographic Output; ▪ the provision of the Services; and ▪ any changes to the Reprographic Output, Proofs, and/or Services;
Production Tools	graphics, print files, punching tools, printing plates or other files or information;
Proof	a printer's proof created by All4L or supplied by or on behalf of the Customer to enable All4L or nominated third-party printer to print the labels;
Quality Tolerance	minor deviations from the Agreed-upon Quality, such as in quality, colour, manufacturing tolerances, design, equipment and/or workmanship;
Quantity Tolerance	within the Customary Quality, a tolerance for quantity of Goods supplied of +/- ten (10) %;
Reprographic Output	electronic files or analogue material comprising reproductions of the Artwork to be used for the printing of labels, packaging and other materials;
Services	the creation of Reprographic Output based upon and using the Artwork;
Service Specification	any description or specification for the Services provided by All4L to the Customer, which will be provided via email;
Springfield	the brand name given to the Global Artwork & Reprographic service division for All4Labels;
Warranty Period	has the meaning given in Clause 8.1.

- 1.2. A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.3. A reference to a party includes its personal representatives, successors and permitted assigns.
- 1.4. A reference to legislation or a legislative provision is a reference to it as amended or re-enacted, and includes all subordinate legislation made under that legislation or legislative provision.
- 1.5. Any words following the terms **including, include, in particular, for example** or any similar expression shall



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be interpreted as illustrative and shall not limit the sense of the words preceding those terms.

1.6. A reference to **writing** or **written** excludes fax but not email.

2. Scope

- 2.1. These Conditions apply to the delivery of Goods, Reprographic Output and/or Services from All4L to the Customer.
- 2.2. These Conditions, together with the other documents that comprise the Contract, contain all of the terms and conditions with respect to the purchase and sale of the Goods, Reprographic Output and/or Services sold pursuant to an Order, and apply to the exclusion of any other terms that the Customer seeks to impose or incorporate, or which are implied by law, trade custom, practice or course of dealing.
- 2.3. No other agreement, Order amendment, quotation or acknowledgement in any way purporting to modify any of these Conditions is binding upon All4L unless made in writing and signed by All4L.
- 2.4. The Customer waives any right it might otherwise have to rely on any term endorsed upon, delivered with or contained in any documents of the Customer that is inconsistent with these Conditions.
- 2.5. If any sample was shown to the Customer, such sample was used merely to illustrate the general type and quality of products and not to represent that the Goods or Reprographic Output would necessarily conform to the model sample.
- 2.6. By placing an order for Goods, Reprographic Output and/or Services from All4L as set out in Clause 3, the Customer accepts these Conditions.
- 2.7. The Customer shall ensure that the terms of its Order and any applicable specification are complete and accurate.

3. Offer and acceptance

- 3.1. All4L's quotations are subject to change at any time and are non-binding unless they are expressly marked as binding. The Customer's Order of the Goods, Reprographic Output and/or Services by the Customer is considered a binding offer to purchase such Goods, Reprographic Output and/or Services in accordance with these Conditions.
- 3.2. The Order shall be deemed accepted, and the Contract shall be deemed to come into existence, on the earlier of All4L issuing a written acceptance of the Customer's Order (e.g. through an order confirmation) or through delivery of the Goods ("**Commencement Date**").
- 3.3. If the acceptance by All4L pursuant to Clause 3.2 deviates from the Customer's Order, this constitutes a new offer by All4L. To accept such new offer, the Customer must provide All4L with written confirmation of its acceptance.
- 3.4. Each party may accept an offer of the other party within two (2) weeks after its submission, after which the offer shall no longer be valid unless otherwise expressly agreed by the parties in writing. Any Order placed by the Customer and confirmed by All4L (or by the Customer pursuant to Clause 3.3) cannot be modified or cancelled by the Customer unless specifically accepted by All4L in writing.

4. Prices and price adjustments

- 4.1. The Price shall be as set out in the relevant Order confirmation or other written confirmation (as applicable), provided that if no Price is set out therein, the Price shall be determined in accordance with All4L's price matrix



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in force at the date of acceptance of the Customer's Order or, as applicable, the date of any change to the Goods, Reprographic Output, Proof and/or Services requested by the Customer. The Price shall be payable in the currency set out in the Order, excluding VAT which the Customer shall additionally be liable to pay to All4L at the prevailing rate, subject to the receipt of a valid VAT invoice, and does not include costs of packaging, transport, (in the case of export deliveries) customs duty, insurance, fees, charges and other ancillary costs (such as storage, print data preparation), which shall be charged separately to the Customer unless otherwise agreed in writing.

- 4.2. All4L is entitled, in its reasonable discretion, to adjust any Price for any Goods, Reprographic Output and/or Services to be supplied to the Customer on a recurring basis under an open purchase order to reflect any increase in the cost of the Goods, Reprographic Output and/or Services caused by or in connection with (without limitation) price changes for raw materials, freight costs, tariff agreements, energy availability and/or costs, personnel costs, other price changes of All4L's service providers or exchange rate fluctuations. The Customer will be informed about such price changes by All4L in writing no fewer than one (1) week before the new prices come into effect; and All4L agrees, upon receipt of a written request from the Customer, to explain the reasons for the price adjustment. If the price increase is more than ten (10) %, the Customer is entitled to terminate the Contract with respect to the relevant items by providing written notice to All4L within three (3) days of the date of notification of the price increase; and in this case, the previous prices for the relevant items shall continue to apply until the date of termination.
- 4.3. All amounts due under these Conditions from the Customer to All4L shall be paid in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

5. Supply of Services

- 5.1. All4L shall supply the Services to the Customer in accordance with the Service Specification in all material respects.
- 5.2. All4L shall use all reasonable endeavours to meet any agreed performance dates for the Services, but any such dates shall be estimates only, and time shall not be of the essence for the performance of the Services.
- 5.3. All4L reserves the right to amend the Service Specification if necessary to comply with any applicable law or regulatory requirement, or if the amendment will not materially affect the nature or quality of the Services, and All4L shall notify the Customer in any such event.
- 5.4. All4L warrants to the Customer that the Services will be provided using reasonable care and skill.

6. Proofs and Reprographic Outputs

- 6.1. Where All4L creates a Proof or Reprographic Output, All4L shall send the Proof or Reprographic Output to the Customer for approval.
- 6.2. The Customer shall, in writing, as soon as reasonably practicable and in any event within 5 Business Days either confirm their acceptance of such Proof or Reprographic Output, or identify, in sufficient detail, any alterations that they may require.
- 6.3. If any alterations notified to All4L arise as a result of any failure by All4L to comply with any specification expressly set out in the Order, or any subsequent amendment accepted by All4L, such alterations shall be



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made free of charge. In any other circumstance, unless agreed otherwise, All4L shall submit a quotation for such alterations to the Customer. For the avoidance of doubt the provisions of Clause 3 shall apply to such quotation and any subsequent order for alterations.

- 6.4. Once the Customer has approved the Proof or Reprographic Output in accordance with Clause 6.2, any errors whether in the content or Artwork provided by the Customer or the application of the agreed specification for the provision of the Reprographic Output shall be the responsibility of the Customer and not All4L. All4L shall be entitled to use the approved Proof or Reprographic Output as the basis for carrying out the remainder of the Services and any related production of Goods.
- 6.5. All4L accepts no liability whatsoever for any approval of Proofs or Reprographic Output or requests for alterations that are given by the Customer otherwise than in writing.
- 6.6. The Customer acknowledges and accepts that the colours used in a Proof or Reprographic Output will not necessarily match those in the related Goods and such differences are caused by the use of different equipment, inks, paper and other technical factors in the proofing process compared to those used in producing the Goods, although All4L shall use its reasonable endeavours to ensure a close, commercially-acceptable and representative colour match where it provides the Services.
- 6.7. All4L shall be under no obligation to carry out any further work until such time as any approval or request for alteration has been given and, subject to Clause 3, quotation in relation thereto accepted. If no written approval, request for alteration or acceptance of quotation has been received by All4L within 1 month of submission of the Proof, Reprographic Output or quotation to the Customer, All4L shall be entitled to deem the Contract completed and invoice the Customer for work carried out to such date.

7. Artwork

- 7.1. If the Customer provides Artwork to All4L by electronic means ("**Electronic Files**"), All4L shall not be responsible for checking: -
 - 7.1.1.(where the Artwork consists of copy) the accuracy of the contents, including but not limited to checking whether the copy is spelt correctly, is grammatically correct, or formatted in accordance with any specification, layout or design or in accordance with any estimate or Order;
 - 7.1.2.(where the Artwork consists of Artwork or layouts) whether the Artwork or layout are positioned correctly on a page or in accordance with any instructions as to how the Artwork or layout are to be produced or printed;
 - 7.1.3.(where Artwork is supplied as a file ready for performance of the Services) any of the contents, layout or commands, markings, formatting or other matters.
- 7.2. For materials submitted as Electronic Files, the Customer acknowledges and agrees that the devices on which Electronic Files are stored or on which they are submitted by the Customer and/or the communication methods used by the Customer to transmit Electronic Files to All4L may be subject to corruption or alteration, which is not within the reasonable control or reasonable knowledge of All4L.
- 7.3. The Customer shall keep one or more copies as back-up and shall make available copies of the Electronic Files at dates and times that All4L reasonably requires.
- 7.4. The Customer shall submit Electronic Files in the software programme, version and format as set out in



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the Services Specification.

- 7.5. Where the Customer wishes to provide Artwork ready for reproduction without further intervention by All4L other than preparation to produce the Goods, All4L shall be entitled to assume that the materials are in the supported format.
- 7.6. If a Customer provides Artwork to All4L which does not comply with All4L's specifications in relation to such Artwork then either:
 - 7.6.1. the Artwork shall be returned to the Client for repair and conversion into the appropriate specification; or
 - 7.6.2. converted to the appropriate specification by All4L and a charge made to the Customer for the additional work carried out by All4L.

8. Quality of the Goods and Reprographic Output

- 8.1. In respect of Goods supplied, the "**Warranty Period**" shall be one (1) year from delivery or, insofar as acceptance is required, from acceptance of the Goods.
- 8.2. If the delivery is made in instalments in accordance with Clause 10.7, the aforementioned Warranty Period shall begin with the delivery of the first part of the Order and will apply for the entire quantity supplied or to be supplied in terms of the applicable delivery schedule, or alternatively if agreed by the parties, on the acceptance by the Customer of the first part of the Order, whereupon such date for commencement of the Warranty Period shall apply also for the Goods still stored at All4L for the Customer.
- 8.3. All4L warrants (subject to the other provisions of these Conditions) that upon delivery and (in the case of Goods) for the duration of the Warranty Period:
 - 8.3.1. the Goods shall conform with the Agreed-upon Quality as well as the Customary Quality, however the parties agree that any deviations within the Quality Tolerance or the Quantity Tolerance are not a defect in breach of this Clause 8.3.1;
 - 8.3.2. the Reprographic Output will be produced to industry standards and will in all material respects match the Artwork.
- 8.4. All4L shall not be liable for a breach of warranty in Clause 8.3 if:
 - 8.4.1. any breach, including without limitation any mismatch of colour, is not material;
 - 8.4.2. the breach arises from changes requested by or otherwise as a result of following the specification or instructions provided by the Customer;
 - 8.4.3. the Customer fails to give written notice of any defect to All4L within 5 Business Days of delivery of the Goods or Reprographic Output;
 - 8.4.4. following a request by All4L, the Customer fails to afford All4L a reasonable opportunity to examine the Goods or Reprographic Output or (if requested by All4L) fails to return the Goods to All4L's place of business at the Customer's expense for All4L to examine the Goods there;
 - 8.4.5. the Customer makes any commercial use of the Goods or Reprographic Output before or after giving notice of any defect;
 - 8.4.6. the defect arises because the Customer failed to follow All4L's instructions as to the storage, commissioning, installation, use and maintenance of the Goods or (if there are none) good trade



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practice regarding the same;

8.4.7.the Customer alters or repairs such Goods or Reprographic Output without All4L's written consent;

8.4.8.the defect arises as a result of fair wear and tear, wilful damage, negligence, or abnormal storage or working conditions; or

8.4.9.the Goods or Reprographic Output differ from their description and any applicable specification as a result of changes made to ensure they comply with applicable statutory or regulatory requirements.

8.5. Subject to Clause 8.4, if:

8.5.1.the Customer gives notice in writing to All4L within a reasonable time of discovery that some or all of the Goods or Reprographic Output do not comply with the warranty set out in Clause 8.3;

8.5.2.All4L is given a reasonable opportunity of examining such Goods or Reprographic Output; and

8.5.3.the Customer (if asked to do so by All4L) returns such Goods to All4L's place of business at All4L's cost, All4L shall, at its option, repair or replace the defective Goods or Reprographic Output, or refund the original price of the defective Goods or Reprographic Output at the pro rata Contract rate. This shall be the sole and exclusive remedy for a breach of the warranty set out in Clause 8.3.

8.6. Except as provided in this Clause 8, All4L shall have no liability to the Customer in respect of the Goods' failure to comply with the warranty set out in Clause 8.3.

8.7. The terms implied under sections 13, 14 and 15 of the Sale of Goods Act 1979 are expressly excluded.

8.8. Changes to the Agreed-upon Quality or the scope of delivery after conclusion of the Contract shall be agreed in writing and the additional cost of such changes shall be charged to and payable by the Customer.

8.9. If the Customer is concerned about the use of any Goods or Reprographic Output delivered by All4L, the Customer should ensure that appropriate testing is completed by it or its end user to confirm that the Goods or Reprographic Output is fit for purpose. All4L takes great care in the supply process to ensure that the Customer receives compliant and quality Goods or Reprographic Output. However, it is the responsibility of the Customer to ensure that the Goods or Reprographic Output is fit for the purpose intended.

9. Quantity

9.1. Within Customary Quality, the Quantity Tolerance shall apply, meaning that the Customer shall not be entitled to reject delivery because the number of Goods is greater or less than the number of Goods ordered; this shall also apply to replacement deliveries as part of any subsequent performance by All4L.

9.2. All4L shall be entitled to charge for the actual number of Goods delivered to the Customer if the quantity is up to 10% in excess of the number of Goods set out in the Order.

9.3. The quantity of any delivery of Goods as recorded by All4L upon despatch from All4L's place of business shall be conclusive evidence of the quantity received by the Customer on delivery unless the Customer can provide conclusive evidence proving the contrary.

9.4. All4L shall not be liable for any shortfall in delivery of Goods unless written notice is given to All4L within 5 Business Days of delivery.

9.5. Any liability of All4L for any shortfall in delivery of Goods shall be limited to making good the shortfall



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within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

10. Delivery and completion of supply of Goods

- 10.1. The Goods shall be delivered to the address for delivery supplied by the Customer, and where applicable in accordance with the agreed-upon Incoterms®. All4L is entitled to determine the specifics of shipment (in particular, the transport company, packaging and shipping route), insofar as this has not been expressly agreed with the Customer. The costs of shipping shall be agreed between the parties and charged to the Customer as a separate invoice item in addition to the price for the Goods.
- 10.2. All4L shall state an estimated delivery date at the latest when the Customer's Order is received. This is not binding and may be subject to change. Any change to the delivery date will be communicated to the Customer by All4L. The binding delivery date shall be confirmed by All4L at the point of dispatch of the Order, but not before the Customer has provided and approved all production-relevant information requested by All4L (including, by way of example, print data, print approval, production samples). If the Customer requests any changes after the Order confirmation which may affect the production time, the delivery period shall start anew upon the confirmation and agreement by All4L to such changes.
- 10.3. Unless otherwise agreed, the risk in the Goods shall pass to the Customer at the time All4L notifies the Customer that the Goods are ready for dispatch.
- 10.4. Without prejudice to Clause 10.3, if the Customer is in default of acceptance, fails to cooperate or if the delivery is delayed for other reasons for which the Customer is responsible, All4L may claim compensation for the resulting loss, costs and/or damage including additional expenses (e.g. storage costs).
- 10.5. At the time of delivery, the Customer shall inspect the Goods, insofar as this is feasible in the ordinary course of business, and if a defect becomes apparent, notify All4L immediately. If the Customer fails to notify All4L within 5 days of delivery, the Goods are deemed accepted, unless alternative acceptance arrangements are agreed by the parties.
- 10.6. The Customer is responsible for compliance with applicable laws and regulations relating to import, export, transport, storage and use of the Goods, including any obligation to obtain a permit.
- 10.7. Goods may also be delivered in instalments if the Customer so requests; and the parties shall agree on a delivery schedule for this purpose. Where the Goods are delivered in instalments, each delivery shall constitute a separate contract and failure by All4L to deliver any one or more instalments in accordance with these Conditions or any claim by the Customer in respect of any one or more instalments shall not entitle the Customer to treat the Contract as a whole as repudiated.

11. Delivery and completion of provision of Reprographic Output

- 11.1. Completion of the provision of the Reprographic Output shall take place upon: (i) transmission to the address supplied by the Customer, where the Reprographic Output is in a format capable of electronic transmission; or (ii) delivery to the address for delivery supplied by the Customer where the Reprographic Output is on CD-Rom or other analogue output including films, printing plates or Proofs.
- 11.2. Any date specified by All4L for delivery of the Reprographic Output is an estimate only and time for delivery shall not be made of the essence by notice. If no date has been so specified, delivery will be



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within a reasonable time.

- 11.3. Subject to the other provisions of these Conditions, All4L shall not be liable for any loss (including loss of profit), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Reprographic Output nor will any delay entitle the Customer to terminate or rescind the Contract.

12. Payments, default in payment and retention of title

- 12.1. All4L's invoices are payable within fourteen (14) days of the invoice date without deduction and shall state the VAT due on the Goods, Reprographic Output and/or Services ordered. Time for payment shall be of the essence.
- 12.2. All sums payable to All4L under the Contract shall become due immediately upon termination of the Contract despite any other provision.
- 12.3. If the Customer is in default of payment, All4L may charge default interest from the due date until payment of the overdue sum, whether before or after judgement. Interest under this Clause 12.3 shall accrue each day at nine percent (9%) a year above the respective base interest rate of the Bank of England from time to time, but at nine percent (9%) a year for any period when the base interest rate is below zero percent (0%); in this case All4L reserves the right to claim further damages or higher interests in accordance with applicable laws.
- 12.4. Until full payment of invoices, the Goods and Reprographic Output remain the property of All4L. Until title to the Goods has passed to the Customer, the Customer shall:
- 12.4.1. store the Goods separately from all other goods held by the Customer so that they remain readily identifiable as All4L's property;
 - 12.4.2. not remove, deface or obscure any identifying mark or packaging on or relating to the Goods;
 - 12.4.3. maintain the Goods in satisfactory condition and keep them insured against all risks for their full price on All4L's behalf from the date of delivery;
 - 12.4.4. notify All4L immediately if it becomes subject to any of the events listed in Clause 18.1.2 to Clause 18.1.3;
 - 12.4.5. give All4L such information as All4L may reasonably require from time to time relating to the Goods and the Customer's ongoing financial position.
- 12.5. Subject to Clause 12.6, the Customer may resell or use the Goods in the ordinary course of its business (but not otherwise) before All4L receives payment for the Goods. However, if the Customer resells the Goods before that time: (a) it does so as principal and not as All4L's agent; and (b) title to the Goods shall pass from All4L to the Customer immediately before the time at which resale by the Customer occurs.
- 12.6. At any time before title to the Goods passes to the Customer, All4L may: (a) by notice in writing to the Customer, terminate the Customer's right under Clause 12.5 to resell the Goods or use them in the ordinary course of its business; and (b) require the Customer to deliver up all Goods in its possession and control that have not been resold, or irrevocably incorporated into another product, and if the Customer fails to do so promptly, enter any premises of the Customer or of any third party where the Goods are stored, to recover them.

13. Liability



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- 13.1. This Clause 13 sets out the entire financial liability of All4L (including any liability for the acts or omissions of its employees, agents and subcontractors) to the Customer in respect of: (a) any breach of the Contract (together with any Order raised thereunder) however arising; (b) any use made or resale of the Goods or Reprographic Output by Customer, or of any products incorporating any of the Goods or Reprographic Output; and (c) any representation, statement or tortious act or omission (including negligence) arising under or in connection with these Conditions.
- 13.2. Nothing in these Conditions shall limit or exclude All4L's liability for: (a) death or personal injury resulting from its negligence; or (b) fraud or fraudulent misrepresentation; or (c) breach of the terms implied by section 12 of the Sale of Goods Act 1979; or (d) to the extent that such liability cannot be excluded or limited by law.
- 13.3. Without prejudice to Clause 13.2, All4L shall not under any circumstances whatever be liable to the Customer, whether in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, for any: (a) loss of profit; or (b) loss of goodwill; or (c) loss of business; or (d) loss of business opportunity; or (e) loss of anticipated saving; or (f) special, indirect or consequential damage, that arises under or in connection with the Contract.
- 13.4. Without prejudice to Clauses 13.1 and 13.2 above, All4L's total liability to the Customer, arising under or in connection with the Contract, whether arising in contract, tort (including negligence) or restitution, or for breach of statutory duty or misrepresentation, or otherwise, shall in no circumstances exceed one hundred percent (100%) of the sum paid by the Customer in respect of the Goods or the Reprographic Output which are the subject of the claim under the relevant Order.
- 13.5. The Customer expressly acknowledges that, if it shall specify a third party printer for printing using the Reprographic Output and Proofs produced by All4L, All4L shall produce such Reprographic Output and Proofs to such specifications as All4L holds in relation to such printer at the date of acceptance of the Customer's Order. It is the Customer's responsibility to ensure that the necessary specification required by any printer nominated by it is notified to All4L, and All4L accepts no liability whatsoever for any loss, liability damage or expense caused as a result of the production of Reprographic Output or Proofs to a specification different to that required by the nominated printer due to any failure to notify All4L of the printers required specification. If All4L is notified, following the date of acceptance of the Customer's Order, of any specification which is different from that currently held by All4L in relation to the Customer's nominated printer All4L shall produce the Proofs and Reprographic Output to such specification but shall be entitled to make an additional charge to reflect any additional work that may be required in order to comply with such revised specification.
- 14. Collateral.** If at any time All4L has reasonable doubt about the solvency of the Customer and, in any event, if the Customer fails to make a payment on time, All4L may, subject to further claims, make deliveries of Goods and/or Reprographic Output dependent on advance payments or the granting of other securities.
- 15. Intellectual Property and property rights of third parties**
- 15.1. Each party shall remain the owner of its Intellectual Property. No rights to any Intellectual Property shall be granted or transfer to the other party, unless otherwise expressly agreed in writing and as necessary



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for the performance of this Contract by All4L. Insofar as All4L uses the Customer's Intellectual Property, including the Artwork, for the performance of this Contract and as intended, the Customer grants All4L a non-exclusive, royalty free, licence to use Customer's Intellectual Property as necessary for the duration of the Contract.

- 15.2. Insofar as All4L produces Production Tools, these shall remain the exclusive property of All4L and the Customer shall not acquire any rights or Intellectual Property thereto. This also applies after the end of the Contract and also in the event that the Production Tools have been paid for by the Customer or represent adaptations or transformations of the Customer's Intellectual Property.
- 15.3. Production Tools will be retained by All4L for a maximum of two (2) years from the date of the Order by the Customer and may be destroyed thereafter by All4L unless a statutory retention obligation applies.
- 15.4. The Customer warrants that:
 - 15.4.1. all Artwork is the absolute property of the Customer or that the Customer has the right to authorise All4L to use such Artwork for the purpose of the Contract;
 - 15.4.2. where the Artwork comprises Fonts or the Customer supplies Fonts separately for All4L's use, the Customer has obtained all necessary licences to authorise All4L to use such Fonts for the purpose of the Contract;
 - 15.4.3. All4L's use of the Artwork and/or such Fonts for the purpose of the Contract will not infringe the Intellectual Property rights of any third party;
 - 15.4.4. the Artwork does not include or contain any material which is defamatory, racist or otherwise discriminatory or otherwise illegal; and
 - 15.4.5. the Artwork fully complies with all relevant statutory requirements.
- 15.5. The Customer hereby agrees to indemnify and keep fully indemnified All4L from and against all Claims and Losses arising from loss, damage, liability, injury to All4L, its employees and third parties, infringement of third party Intellectual Property rights or third party losses or liability by reason of the provision of reprographic and/or printing services or supply of printed material which falls into one or more of the categories in Clause 15.4 or arising out of any information supplied to the Customer by All4L, its employees or printers or supplied to All4L by the Customer within or outside the scope of the Contract.

16. Confidentiality

- 16.1. The Customer and All4L shall treat all information that has become known to one party from the other party in connection with the Contract (hereinafter collectively "**Confidential Information**") as confidential, shall not make it available to any third party and shall use it only for the purposes of the Contract.
- 16.2. Clause 16.1 shall not apply to Confidential Information which the receiving party is able to prove has already been in the public domain at the time of receipt or became public after being received without any action by the receiving party, was already in the receiving party's possession at the time of disclosure or was independently developed by the receiving party, or becomes available to the receiving party from a third party who is under no obligation of confidentiality, provided that the third party did not receive such Confidential Information directly or indirectly from the disclosing party.



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- 16.3. The receiving party is obligated to take all necessary and appropriate precautions to ensure that the Confidential Information obtained is protected against unauthorized access or loss. The receiving party shall impose appropriate obligations on its employees under this Clause 16.
- 16.4. The Customer shall, upon All4L's request and upon termination of the Contract, promptly return or, as agreed, destroy all Confidential Information of All4L (including copies and transcripts) at any time and confirm this in writing to All4L on request.
- 17. Data Protection.** Information on the handling of personal data at All4L is available at https://all4labels.com/wp-content/uploads/2022/09/2022-All4Labels_Privacy-policy_Website.pdf
- 18. Termination**
- 18.1. Without limiting its other rights or remedies, All4L may terminate the Contract with immediate effect by giving written notice to the Customer if:
- 18.1.1. the Customer commits a material breach of any term of the Contract and (if such a breach is remediable) fails to remedy that breach within seven (7) days of being notified in writing to do so;
 - 18.1.2. the Customer takes any step or action in connection with its entering administration, provisional liquidation or any composition or arrangement with its creditors (other than in relation to a solvent restructuring), obtaining a moratorium, being wound up (whether voluntarily or by order of the court, unless for the purpose of a solvent restructuring), having a receiver appointed to any of its assets or ceasing to carry on business or, if the step or action is taken in another jurisdiction, in connection with any analogous procedure in the relevant jurisdiction;
 - 18.1.3. the Customer suspends, threatens to suspend, ceases or threatens to cease to carry on all or a substantial part of its business; or
 - 18.1.4. the Customer's financial position deteriorates so far as to reasonably justify the opinion that its ability to give effect to the terms of the Contract is in jeopardy.
- 18.2. Without limiting its other rights or remedies, All4L may suspend provision of the Goods, Reprographic Output and/or Services if the Customer becomes subject to any of the events listed in Clause 18.1.2 to Clause 18.1.4, or All4L reasonably believes that the Customer is about to become subject to any of them, or if the Customer fails to pay any amount due for an Order on the due date for payment.
- 18.3. On termination of the Contract for any reason the Customer shall immediately pay to All4L all of All4L's outstanding unpaid invoices and interest and, in respect of Goods, Reprographic Output and/or Services supplied but for which no invoice has been submitted, All4L shall submit an invoice, which shall be payable by the Customer immediately on receipt.
- 18.4. Termination or expiry of the Contract or these Conditions, however arising, shall not affect any of the parties' rights and remedies that have accrued as at termination or expiry, 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.
- 18.5. Any provision of the Contract and/or these Conditions that expressly or by implication is intended to come into or continue in force on or after termination or expiry shall remain in full force and effect.
- 19. Illegal Material.** If in the reasonable opinion of All4L, any Artwork provided to All4L by or on behalf of the



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Customer is defamatory, contains, expresses or indicates illegal racist or otherwise discriminatory opinions, contains any designs, images, graphics or photographs which are illegally racist or otherwise discriminatory, is otherwise illegal or contains illegal content, infringes or breaches the intellectual property rights of a third party or is used outside the provisions of any licence that the Customer may have to use the Artwork, then All4L shall not be required to supply any Services in relation to such Artwork or any other Goods based on them.

20. Force Majeure

20.1. All4L reserves the right to defer the date of delivery or completion or to cancel the Contract or to reduce the volume of the Goods ordered by or Services to be provided to the Customer (without liability to the Customer) if All4L is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of All4L including, without limitation, acts of God, governmental actions, war or national emergency, riot, civil commotion, fire, explosion, flood, epidemic, pandemics, administrative or legally mandatory regulations, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials ("**Force Majeure Events**").

20.2. All4L shall not be liable for any failure or delay caused by Force Majeure Events and circumstances which are beyond All4L's reasonable control, also insofar as they concern All4L's suppliers, sub-suppliers and sub-service providers, where such events or circumstances impede the fulfilment of the contractual obligations and were not foreseeable for All4L at the time of conclusion of the Contract. All4L shall be released from its contractual obligations for the duration of the disruption and to the extent the disruption affects All4L's performance of the Contract. If these events or circumstances last longer than three (3) months, each party is entitled to terminate the Contract in writing. In case of a partial delivery that has already taken place, the Customer is only entitled to terminate the Contract under the aforementioned conditions with regard to the unfulfilled part of the delivery. Payment for a partial delivery that has already been made may not be refused on account of the unfulfilled part of the delivery.

21. Assignment. All4L may at any time assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with all or any of its rights or obligations under the Contract. The Customer may not assign, transfer, mortgage, charge, subcontract, delegate, declare a trust over or deal in any other manner with any or all of its rights or obligations under the Contract without the prior written consent of All4L.

22. Notices. Any notice given to a party under or in connection with the Contract shall be in writing and shall be delivered by hand or by pre-paid first-class post or other next working day delivery service at its registered office (if a company) or its principal place of business (in any other case). Any notice shall be deemed to have been received: (i) if delivered by hand, at the time the notice is left at the proper address; or (ii) 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.

23. Severance. If any provision or part-provision of these Conditions is or becomes invalid, illegal or unenforceable, it shall be deemed deleted, but that shall not affect the validity and enforceability of the rest



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of the Conditions. If any provision of the Conditions is deemed deleted under this Clause 23 the parties shall negotiate in good faith to agree a replacement provision that, to the greatest extent possible, achieves the intended commercial result of the original provision.

- 24. Waiver.** A waiver of any right or remedy is only effective if given in writing and shall not be deemed a waiver of any subsequent right or remedy. A delay or failure to exercise, or the single or partial exercise of, any right or remedy does not waive that or any other right or remedy, nor does it prevent or restrict the further exercise of that or any other right or remedy.
- 25. No partnership or agency.** Nothing in the Contract is intended to, or shall be deemed to, establish any partnership or joint venture between the parties, constitute either party the agent of the other, or authorise either party to make or enter into any commitments for or on behalf of the other party.
- 26. Entire Agreement.** These Conditions and the documents referred to in it as forming part of the Contract constitute the entire agreement between the parties. Each party acknowledges that in entering into the Contract it does not rely on any statement, representation, assurance or warranty (whether made innocently or negligently) that is not set out in these Conditions or the documents referred to in it as forming part of the Contract. Each party agrees that it shall have no claim for innocent or negligent misrepresentation or negligent misstatement based on any statement in the Contract.
- 27. Third Party Rights.** Unless it expressly states otherwise, these Conditions do not give rise to any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of the Conditions. The rights of the parties to rescind or vary these Conditions are not subject to the consent of any other person.
- 28. Variation.** No variation of these Conditions or any representation about the Goods, Reprographic Output or Services shall be effective unless it is in writing and signed by the parties (or their authorised representatives).
- 29. Governing Law and Jurisdiction**
- 29.1. These Conditions and any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with them or their subject matter or formation shall be governed by and construed in accordance with the laws of England and Wales, and the United Nations Convention on Contracts for the International Sale of Goods (CISG) is expressly excluded.
- 29.2. Each party irrevocably agrees that the courts of England and Wales shall have exclusive jurisdiction to settle any dispute or claim (including non-contractual disputes or claims) arising out of or in connection with the Contract or its subject matter or formation.

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