

**Standard Terms and Conditions of Mailing Solutions (UK) Limited (number 5350498) whose registered office is at 316 Blackpool Road, Fulwood, Preston, Lancashire, PR2 3AE (“Mailing”) and any Group Company (as defined below)**

**1. Interpretation**

1.1 The following words have the following meanings:

<b>“Buyer”</b>	the person, firm or company who enters a Contract with Mailing for the purchase of the Goods from Mailing;
<b>“Contract”</b>	any contract between Mailing and the Buyer for the sale and purchase of Goods, incorporating these terms and conditions;
<b>“Delivery Address”</b>	the place where delivery of the Goods is to take place under clause 4, such place to be agreed by Mailing in writing;
<b>“Goods”</b>	any goods agreed in the Contract to be supplied to the Buyer by Mailing (including any part or parts of them);
<b>“Goods Specification”</b>	the written specification for the Goods, provided by Mailing to the Buyer and identified by Mailing as the specification of the Goods for the purposes of the Contract;
<b>“Group Company”</b>	any company from time to time in the same group as Mailing, a Group is defined in s53 Companies Act 1989.

1.2 In this agreement (except where the context otherwise requires):

- 1.2.1 the clause headings are included for convenience only and shall not affect interpretation;
- 1.2.2 use of the singular includes the plural and vice versa;
- 1.2.3 any reference to a statute, statutory provision or subordinate legislation (“legislation”) and the rules of any regulator (“regulatory rules”) shall (except where the context otherwise requires) be construed as referring to such legislation and regulatory rules as amended and in force from time to time and to any legislation which re-enacts or consolidates (with or without modification) any such legislation;
- 1.2.4 “business day” is any day other than a Saturday, Sunday or a public holiday in England;
- 1.2.5 any phrase introduced by the terms “including”, “include”, “in particular”, “for example” or the letters “e.g.” or any similar expression shall be construed as illustrative and shall not limit the sense of the words that precede it.

**2. Application of Terms**

2.1 Subject to clause 2.3, the Contract shall be on these terms and conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any purchase order, confirmation of order,

specification or other document). If the Goods include a postage meter, the provisions of the Annex also apply.

- 2.2 No terms or conditions endorsed on, delivered with or contained in the Buyer's purchase order, confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These terms and conditions apply to all sales by Mailing. These terms and conditions can only be varied in writing signed the Managing Director of Mailing (or above). No representation about the Goods (except those set out in the Contract) shall have any effect unless expressly agreed in writing and signed by such a duly authorised representative of Mailing. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Mailing which is not set out in the Contract. Nothing in the Contract shall exclude or limit Mailing's liability for fraud or fraudulent misrepresentation.
- 2.4 Each order or acceptance of a quotation for Goods by the Buyer from Mailing shall be deemed to be an offer by the Buyer to buy Goods subject to these terms and conditions.
- 2.5 No order placed by the Buyer shall be deemed to be accepted by Mailing until an invoice in respect of the Goods is issued by Mailing or (if earlier) Mailing delivers the Goods to the Buyer.
- 2.6 The Buyer shall ensure that the terms of its order and any applicable specification are complete and accurate.
- 2.7 Any quotation given by Mailing to the Buyer is valid for a period of 30 days only from its date, provided that Mailing has not previously withdrawn it.

### **3. Description**

- 3.1 The quantity and description of the Goods shall be as set out in the Contract.
- 3.2 Mailing may from time to time, in its absolute discretion, and without notice to the Buyer, make changes to the specification of the Goods where such changes:-
  - 3.2.1 are required to comply with any regulations and/or laws from time to time in force; or
  - 3.2.2 do not, in the reasonable opinion of Mailing, affect the fitness of the purpose for which the Goods are intended to be used as set out in any Goods Specification provided by Mailing.
- 3.3 Subject to clause 9.2, all samples, drawings, descriptive matter, specifications and advertising issued by Mailing and any descriptions or illustrations contained in Mailing's catalogues or brochures are issued or published for the sole purpose of giving an approximate idea of the Goods described in them. They shall not form part of the Contract and this is not a sale by sample.

### **4. Delivery**

- 4.1 Unless otherwise agreed by Mailing in writing, delivery of the Goods shall take place at the Delivery Address.
- 4.2 The Buyer shall take delivery of the goods within 7 days of Mailing giving it notice that the Goods are ready for delivery.

- 4.3 Any dates specified by Mailing for delivery of the Goods (including in this clause 4) are an estimate. Time for delivery is not of the essence and shall not be made of the essence by notice.
- 4.4 Subject to the other provisions of these terms and conditions Mailing shall not be liable for any direct, indirect or consequential loss (all three of which terms include pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by Mailing's negligence). No such delay shall entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 30 days. If the delay in delivery of any Goods exceeds 30 days, the Buyer shall be entitled to cancel delivery of those Goods which are so overdue for delivery by written notice to Mailing. The foregoing right to cancel shall be the Buyer's sole remedy in respect of any delay in delivery.
- 4.5 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or Mailing is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations: -
- 4.5.1 risk in the Goods shall pass to the Buyer (including for loss or damage caused by Mailing's negligence);
- 4.5.2 the Goods shall be deemed to have been delivered;
- 4.5.3 Mailing may store the Goods until delivery and the Buyer shall be liable for all related costs and expenses (including storage, insurance and carriage); and
- 4.5.4 the price for the Goods shall become due immediately.
- 4.6 Unless otherwise agreed by Mailing in writing, the Buyer shall provide at the Delivery Address and at its expense adequate and appropriate equipment and manual labour for accepting delivery of the Goods.
- 4.7 Mailing may deliver the Goods by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the provisions of the Contract.
- 4.8 Each instalment shall be a separate Contract and no cancellation or termination of any one Contract relating to an instalment shall entitle the Buyer to repudiate or cancel any other Contract or instalment.
- 4.9 If so requested by the Buyer, Mailing may in its absolute discretion, agree to install the Goods at the premises of the Buyer.
- 4.10 Where Mailing agrees at the request of the Buyer to install the Goods at the premises of the Buyer, the Buyer shall permit Mailing access to such of its premises or personnel as Mailing may reasonably require to perform the installation.
- 4.11 If the Buyer fails to comply with clause 4.10, Mailing may invoice the Buyer in respect of any reasonable costs and expenses incurred by Mailing as a consequence of the Buyer failing to comply with clause 4.10.

## **5. Non-Delivery**

- 5.1 The quantity of any consignment of Goods as recorded by Mailing upon despatch from Mailing's place of business shall be conclusive evidence of the quantity received

by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.

- 5.2 The Buyer shall inspect the Goods on delivery and shall, within 3 days of the date of delivery, notify Mailing in writing of any alleged defect, shortage of quantity, surplus of quantity, damage or failure to comply with the description given by Mailing.
- 5.3 If the Buyer does not so notify Mailing (in accordance with clause 5.2) the Goods delivered shall be presumed to be in accordance with the terms of the Contract and free from any defect, damage or shortage of quantity which would be apparent on a reasonable examination of the Goods and the Buyer shall be deemed to have accepted the Goods.
- 5.4 Any liability of Mailing for total or partial non-delivery of Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

## **6. Risk/Title**

- 6.1 The Goods are at the risk of the Buyer from the time of delivery.
- 6.2 Ownership of the Goods shall not pass to the Buyer until Mailing has received in full (in cash or cleared funds) all sums due to it in respect of: -
  - 6.2.1 the Goods; and
  - 6.2.2 all other sums which are or which become due to Mailing from the Buyer on any account.
- 6.3 Until ownership of the Goods has passed to the Buyer, the Buyer shall: -
  - 6.3.1 hold the Goods on a fiduciary basis as Mailing's bailee;
  - 6.3.2 store the Goods (at no cost to Mailing) separately from all other goods of the Buyer or any third party in such a way that they remain readily identifiable as Mailing's property and if so requested by Mailing, notify Mailing in writing of the place or places where the Goods are stored;
  - 6.3.3 not destroy, deface or obscure any identifying mark or packaging on or relating to the Goods; and
  - 6.3.4 maintain the Goods in satisfactory condition and keep them insured on Mailing's behalf for their full price against all risks to the reasonable satisfaction of Mailing. On request the Buyer shall produce the policy of insurance to Mailing.
- 6.4 The Buyer's right to possession of the Goods shall terminate immediately if: -
  - 6.4.1 the Buyer fails to pay Mailing for those Goods on or before the due day for payment;
  - 6.4.2 the Buyer has a bankruptcy order made against it or makes an arrangement or composition with its creditors, or otherwise takes the benefit of any statutory provision for the time being in force for the relief of insolvent debtors, or convenes a meeting of its creditors (whether formal or informal), or enters into liquidation (whether voluntary or compulsory) or has a receiver and/or manager, administrator or administrative receiver or any like officer

appointed of its undertaking or any part thereof, or documents are filed with the court for the appointment of an administrator of the Buyer or notice of intention to appoint an administrator is given by the Buyer or its directors or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 to the Insolvency Act 1986), or a resolution is passed or a petition presented to any court for the winding-up of the Buyer or for the granting of an administration order in respect of the Buyer, or any proceedings are commenced relating to the insolvency or possible insolvency of the Buyer or any like event occurs in relation to the Buyer under the law of any relevant jurisdiction; or

6.4.3 the Buyer suffers or allows any execution, whether legal or equitable, to be levied on its property or obtained against it, or fails to observe or perform any of its obligations under the Contract, or is unable to pay its debts within the meaning of section 123 of the Insolvency Act 1986 or the Buyer ceases to trade; or

6.4.4 the Buyer encumbers or in any way charges any of the Goods.

6.5 Mailing shall be entitled to recover payment for the Goods notwithstanding that ownership of any of the Goods has not passed from Mailing.

6.6 The Buyer grants Mailing, its agents and employees an irrevocable licence at any time to enter any premises, with or without vehicles, where the Goods are or may be stored in order to inspect them, or, where the Buyer's right to possession has terminated, to recover them.

6.7 Where Mailing is unable to determine whether any Goods are the goods in respect of which the Buyer's right to possession has terminated, the Buyer shall be deemed to have sold all goods of the kind sold by Mailing to the Buyer in the order in which they were invoiced to the Buyer.

6.8 On termination of the Contract, howsoever caused, Mailing's (but not the Buyer's) rights contained in this clause 6 shall remain in effect.

## **7. Price**

7.1 The price for the Goods shall be the price agreed by Mailing in writing.

7.2 The price for the Goods shall be exclusive of any value added tax and (unless otherwise agreed by Mailing in writing) all costs or charges in relation to packaging, loading, unloading, carriage and insurance, all of which amounts the Buyer shall pay in addition when it is due to pay for the Goods.

## **8. Payment**

8.1 Subject to clause 8.4, payment of the price for the Goods is due in pounds sterling within 14 days of the date of Mailing's invoice.

8.2 Mailing may, in its absolute discretion, accept payment for the price of the Goods via PAYPAL, cheque, postal order, bank transfer and such debit and/or credit card as Mailing may from time to time determine.

8.3 Time for payment shall be of the essence.

8.4 No payment shall be deemed to have been received until Mailing has received cleared funds.

- 8.5 All payments payable to Mailing under the Contract shall become due immediately on its termination despite any other provision.
- 8.6 The Buyer shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise, subject to any mandatory right of set-off pursuant to the Insolvency Act 1986 which is not capable of exclusion.
- 8.7 If the Buyer fails to pay Mailing any sum due pursuant to the Contract, the Buyer shall be liable to pay interest to Mailing on such sum from the due date for payment at the annual rate of 2% above the base lending rate from time to time of Bank of Scotland, accruing on a daily basis until payment is made, whether before or after any judgment.

## **9. Quality**

- 9.1 Where Mailing is not the manufacturer of the Goods, Mailing shall endeavour to transfer to the Buyer the benefit of any warranty or guarantee given to Mailing.
- 9.2 Mailing warrants that (subject to the other provisions of these terms and conditions) upon delivery (and for a period of 12 months from the date of delivery) the Goods shall: -
- 9.2.1 be of satisfactory quality within the meaning of the Sale of Goods Act 1979; and
- 9.2.2 be reasonably fit for the purpose for which the Goods are intended to be used as set out by Mailing in the Goods Specification (if any).
- 9.3 Mailing shall not be liable for a breach of any of the warranties in clause 9.2 unless: -
- 9.3.1 the Buyer gives written notice of the defect to Mailing (including if the defect is as a result of damage in transit to the carrier) within 7 days of the time when the Buyer discovers or ought to have discovered the defect; and
- 9.3.2 Mailing is given a reasonable opportunity after receiving the notice of examining such Goods and the Buyer (if asked to do so by Mailing) returns such Goods to Mailing's place of business at Mailing's cost for the examination to take place there.
- 9.4 Mailing shall not be liable for a breach of any of the warranties in clause 9.2 if: -
- 9.4.1 the Buyer makes or permits any use of the Goods after giving a notice under clause 9.3.1; or
- 9.4.2 the defect arises because the Buyer (or any person to whom the Buyer supplies the Goods and/or any person who uses the Goods) failed to follow Mailing's oral or written instructions as to the handling, installation, commissioning, use, administration or maintenance of the Goods (including any set out in the Goods Specification or (to the extent that there are none) good trade practice; or
- 9.4.3 the defect arises because of careless or wrongful usage, negligence, unauthorised alteration maintenance or repair, fair wear and tear.

- 9.5 Subject to clauses 9.3 and 9.4, if any of the Goods do not conform with any of the warranties in clause 9.2, Mailing shall at its option repair or replace such Goods (or the defective part) or refund the price of such Goods at the pro rata Contract rate. If Mailing so requests, the Buyer shall, at Mailing's expense, return the Goods or the part of such Goods which is defective to Mailing.
- 9.6 If Mailing complies with clause 9.5 in respect of any Goods it shall have no further liability for a breach of any of the warranties in clause 9.2 in respect of such Goods.
- 9.7 Any Goods replaced shall belong to Mailing and any repaired or replacement Goods shall be guaranteed on the terms contained in clause 9.2.

## **10. Limitation of Liability**

- 10.1 Subject to clauses 4, 5 and 9, the following provisions set out the entire financial liability of Mailing (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Buyer in respect of: -
- 10.1.1 any breach of these terms and conditions;
- 10.1.2 any use made or resale by the Buyer of any of the Goods, or of any product incorporating any of the Goods; and
- 10.1.3 any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.
- 10.2 All warranties, clauses and other terms implied by statute or common law (save for the conditions implied by section 12 of the Sale of Goods Act 1979) are, to the fullest extent permitted by law, excluded from the Contract.
- 10.3 Nothing in these terms and conditions excludes or limits Mailing's liability: -
- 10.3.1 for death or personal injury caused by Mailing's negligence; or
- 10.3.2 under section 12 Sale of Goods Act 1979 and/or under section 2(3), Consumer Protection Act 1987; or
- 10.3.3 for any matter which it would be illegal or unlawful for Mailing to exclude or attempt to exclude its liability; or
- 10.3.4 for fraud or fraudulent misrepresentation.
- 10.4 Subject to clauses 10.2, 10.3 and 10.5, Mailing's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the greater of (1) the Contract price (excluding VAT) in respect of the Goods to which that liability of the Buyer relates or (2) the sum of £25,000.00.
- 10.5 Subject to clauses 10.2 and 10.3, Mailing shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

## **11. Force Majeure**

- 11.1 Mailing shall not be in breach of the Contract nor liable for any failure or delay in performance of any obligation under the Contract (and subject to clause 4.4, the time for performance of the obligations shall be extended accordingly) arising from or attributable to acts, events, omissions or accidents beyond its reasonable control ("Force Majeure Event") including any of the following: -
- 11.1.1 Acts of God, including fire, flood, earthquake, windstorm or other natural disaster;
  - 11.1.2 war, threat of or preparation for war, armed conflict, imposition of sanctions, embargo, breaking off of diplomatic relations of similar actions;
  - 11.1.3 terrorist attack, civil war, civil commotion or riot;
  - 11.1.4 nuclear, chemical or biological contamination or sonic boom;
  - 11.1.5 mandatory compliance with any law;
  - 11.1.6 fire, explosion or accidental damage;
  - 11.1.7 loss at sea;
  - 11.1.8 adverse weather conditions;
  - 11.1.9 collapse of building structures, failure of plant, machinery, computers or vehicles;
  - 11.1.10 any labour dispute, including strikes, industrial action or lockouts;
  - 11.1.11 non-performance by suppliers or subcontractors (other than by companies in the same group as the party seeking to rely on this clause); and
  - 11.1.12 interruption or failure of utility service, including electronic power, gas or water.
- 11.2 The corresponding obligations of the Buyer will be suspended to the same extent as those of Mailing affected by the Force Majeure Event.
- 11.3 If Mailing is subject to a Force Majeure Event, it shall: -
- 11.3.1 as soon as reasonably practicable notify the Buyer of the nature and extent of the Force Majeure Event causing its failure or delay in performance; and
  - 11.3.2 use reasonable endeavours to mitigate the effect of the Force Majeure Event and to carry out its obligations under the Contract in a way that is reasonably practicable and to resume the performance of its obligations as soon as reasonably practicable.
- 11.4 If the Force Majeure Event prevails for a continuous period of more than 60 days, either party may terminate the Contract by giving 7 days' written notice to the other. On the expiry of this notice period, the Contract will terminate. Such termination shall be without prejudice to the rights of the parties in respect of any breach of the Contract occurring prior to such termination.

## **12 General**

- 12.1 The Buyer may not assign or transfer the Contract in whole or in part. Mailing shall have a right to assign, subcontract or otherwise deal with all or any of its rights and/or obligations under the Contract.
- 12.2 Each right or remedy of Mailing under the Contract is without prejudice to any other right or remedy of Mailing whether under the Contract or not.
- 12.3 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect. Each provision and part of a provision shall be deemed separate and severable and enforceable accordingly.
- 12.4 Failure or delay by Mailing in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.
- 12.5 Any waiver by Mailing of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 12.6 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 12.7 Any notice required by this Contract to be given by either party to the other shall be in writing and shall be served by delivery by hand or by sending the same by first class post or facsimile to (in the case of hand or postal delivery) the address notified by a party for the purposes of this clause or the last known address of the other party and (in the case of facsimile) to the fax number of the party to be served.
- 12.8 Notices delivered by hand on a business day shall be deemed served on that business day. Notices sent by post shall be deemed served on the 2<sup>nd</sup> business day after (and excluding) the day of posting and notices sent by fax on a business day shall be deemed served on that business day and if not sent on a business day, on the next business day after sending.
- 12.9 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.

## **Annex**

### **Terms and Conditions: Postage Meters**

#### **1 POSTAGE METER.**

Where a postage meter ("the Meter") is part of the Goods, this agreement is conditional upon:-

- (a) Mailing or Francotyp-Postalia Limited (no. 2445645) ("FP") obtaining authority (the "Authority") from the Post Office enabling the relevant end user to use the Meter; and

- (b) the relevant end user entering into an agreement with FP to deal with teletext terms and conditions and for the maintenance of the Meter. Such agreements must be maintained throughout the period the relevant end user retains the right to use the Meter. No Meter will be supplied unless such agreements have been effected.

In this agreement references to the 'end user' mean the person who is to be the user of the Meter (which may be the Purchaser or another person).

In accordance with the requirements for the time being of the Post Office: (a) FP will retain ownership of all franking and date stamping dies and these are not the subject of any sale to the Buyer and (b) FP and Mailing is entitled to repossess the same forthwith if the Post Office requires.

The following are each conditions of this agreement: the Buyer agrees with Mailing and FP that throughout the period of this agreement the Buyer will and will procure that all end users who acquire any Meter directly or indirectly from the Buyer will:

- (i) strictly perform and observe all the terms and conditions of the Authority and will not do or omit to do anything which might be a breach of the Authority or which might render the same liable to revocation or termination by the Post Office but will nevertheless forthwith give written notice to Mailing of any such revocation or termination;
- (ii) indemnify Mailing and FP and keep Mailing and FP indemnified from and against any liability incurred by Mailing and/or FP to the Post Office in consequence, or on account of, or in connection with:
  - (a) the use by any person of the Meter whether without making due payment or otherwise; or
  - (b) the Authority or any other approval authority instruction or licence at any time given or granted by the Post Office relating to the Meter;and against all actions, proceedings, claims, demands, costs, damages and expenses howsoever arising in relation to the foregoing;
- (iii) at all times ensure that unless FP's written consent and that of the Post Office is first obtained no alteration or addition is made to any part of the Meter or the design or colour of any impression approved for the time being by the Post Office and no attachment is made to the Meter whether so as to affect the franking or revenue recording mechanism thereof or otherwise;
- (iv) at the Buyer's cost forthwith upon request made at any time deliver the Meter to Mailing (or FP if FP so requests) or to specified Post Office premises for inspection or testing purposes and in due course collect the same when so required by Mailing or FP;
- (v) permit Mailing or FP to supply to the Post Office reports of inspections and maintenance of the Meter;
- (vi) permit Mailing (or FP if FP so requests) to undertake such inspections repairs maintenance or other alterations to the Meter (or other Goods), provide Mailing (or FP if FP so requests) with such information and permit Mailing (or FP if FP so requests) to supply to the Post Office any information as may be appropriate for Mailing and/or FP to comply with the requirements of the Post Office from time to time;

- (vii) notify Mailing immediately of any loss theft or damage to the Meter;
- (viii) at the Buyer's cost comply with the requirements of the Post Office from time to time;
- (ix) permit Mailing's authorised representative (or the authorised representative of FP if FP so requires) and/or the representatives of the Post Office to inspect the Meter at all reasonable times;
- (x) only use the Meter at the premises stated in the Contract. The Buyer must forthwith notify Mailing FP and the Post Office if the Buyer intends to use the Meter at any other premises and prior to doing so obtain consent from the Post Office.

Mailing shall have no liability to supply to the Buyer the Meter if prior to the due date for delivery the Post Office withdraws its approval for the Meter.

## 2. RETURN OF FRANKS AND DIES.

In the event that:-

- (a) the Buyer or the relevant end user (as the case may be) breach any of the terms and/or conditions of this agreement in relation to the Meter and/or any maintenance contract or teleset agreement in force in relation to the Meter and (if such breach is remediable) such breach remains unremedied for seven days following written notice by us specifying such breach; or
- (b) the Buyer or the relevant end user (as the case may be) breach any of the Post Office's requirements from time to time and/or the Authority is revoked or terminated or the Post Office otherwise requires us to repossess franks and dies; or
- (c) any event as referred to in clause 6.4.2 and/or 6.4.3 of the terms and conditions of which this Annex forms part has occurred or if in our opinion any such event is likely to occur;

Mailing and FP will be entitled without prejudice to any other rights that Mailing or FP may have forthwith or at any time thereafter (by notice in writing to Mailing), to notify the Buyer that Mailing requires the Buyer (or the relevant end user) to return to FP forthwith all franks and dies. In that event the Buyer (or the relevant end user) will cease to possess any franks and dies with Mailing's consent (and that of FP) and the Buyer (or the relevant end user) shall forthwith deliver the same to FP, and in default thereof Mailing and FP will be entitled to enter any premises where the same are located or where we believe they are located and to repossess all franks and dies and we will be entitled by notice in writing to the Buyer to declare (and there will forthwith become) immediately due and payable any amount outstanding from the Buyer to Mailing under this or any other agreement and all such amounts will bear interest at the rate set out above from the date of the notice until actual payment as well after as before any judgment.

The Buyer shall procure compliance by any relevant end user with the provisions of clause 2 (and all other provisions of this agreement that relate to such end user) and indemnify Mailing and FP on demand in respect of all costs losses claims and damages Mailing may suffer or incur as a result of the failure of any such end user to comply as aforesaid.

March 2007

**Mailing Solutions (UK) Limited (no: 5350498)**