

Terms of Conditions of **ZUNOMA LTD** (Hereinafter called “Zunoma”)

1. These Terms and Conditions apply to the provision of the services detailed in our quotation (**Services**) by Zunoma Ltd a company registered in England and Wales under number 352738 whose registered office is at Brampton Road, Eastbourne, Sussex, BN22 9AH and any other entity, subsidiary or trading name of Zunoma Ltd including Emerge Secure Ltd a company registered in England and Wales under number 10227982 whose registered office is at Brampton Road, Eastbourne as above (**Zunoma, we or us**) to the person buying the services (**the Customer, you**).
2. The customer is deemed to have accepted these Terms and Conditions when accepting any quotation or from the date of any performance of the Services (whichever happens earlier) and these Terms and Conditions and quotation (**the Contract**) are the entire agreement between us unless specifically varied by written agreement between us.
3. The customer acknowledges that it has not relied on any statement, promise or representation made or given by or on Zunoma’s behalf. These Conditions apply to the Contract to the exclusion of any other terms that the customer may try to impose or incorporate, or which are implied by trade, custom, practice or course of dealing.

4. Interpretation

A “business day” means any day other than a Saturday, Sunday or public holiday in England and Wales. The headings in these Terms and Conditions are for convenience only and do not affect their interpretation. Words imparting the singular number shall include the plural and vice-versa.

5. Price variation

- 5.1. Quotations are based on Zunoma’s current costs of production and unless otherwise agreed are subject to amendment at any time after acceptance to meet any change in such costs.
- 5.2. Zunoma reserves the right to vary the price specified at any time upon giving the customer 14 days’ notice in writing of such change.
- 5.3. Unless otherwise agreed in writing between Zunoma and the customer the contract price is based on the assumption that the goods or services will be supplied in one batch and to the customer’s address as set out in any estimate and accordingly Zunoma may, at its discretion at any time increase the contract price to take account of any additional costs to Zunoma (including but not limited to storage and delivery costs) by reason of the supply of the goods in more than one batch or to a different address.
- 5.4. Without prejudice to any other remedy which Zunoma may have in the event of the customer cancelling the contract Zunoma shall be entitled to charge the customer for all expenses incurred by Zunoma in respect of such contract to the date of cancellation and any loss of profit arising by reason of the cancellation of such contract.
- 5.5. Quotations may be withdrawn or varied by Zunoma at any time and unless otherwise specified shall be deemed to be withdrawn automatically at the expiry of 4 days from the date of issue unless a longer period has been notified in the quotation. In any event no binding contract will arise until the order is accepted in writing by Zunoma.

6. Tax

- 6.1. Except in the case of a customer who is not contracting in the course of a business nor holding out as doing so all fees and charges are exclusive of VAT and other taxes or levies and which are imposed or charged by any competent authority and Zunoma reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

7. Preliminary work

- 7.1. All work carried out, whether experimentally or otherwise, at customer's request shall be charged.

8. Copy

- 8.1. A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

9. Proofs

- 9.1. Proofs of all work may be submitted for customer's approval and Zunoma shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to Zunoma's judgement, changes therefrom made by the customer shall be charged extra.

10. Delivery

- 10.1. Zunoma shall take reasonable steps to execute the contract within any quoted period but such time is not guaranteed, nor deemed to be of the essence of the contract. The estimated time for despatch or delivery shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control of Zunoma. If a shorter delivery period is agreed than any quoted period an additional charge may be made reflecting any overtime or additional costs involved.
- 10.2. If work is suspended at the request of or delayed through default of the customer Zunoma shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- 10.3. Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.

11. Delivery Risk and Passing of Property

- 11.1. Goods shall be at the customer's risk from the moment of delivery, whether or not property in the goods has passed or payment or part payment made therefore, and thereafter the customer shall be responsible for insuring the goods.
- 11.2. Property in the goods and in all goods supplied or to be supplied by Zunoma to the customer shall not pass to the customer until the full amount due has been paid to Zunoma. So long as property in the goods shall remain with Zunoma the goods shall be set aside from the customer's general stock of goods and shall be marked with an indication that they remain the property of Zunoma.

- 11.3. Where property remains with Zunoma after delivery, the customer may use the goods in the processing or manufacture of other items. Property in the items so created shall immediately upon creation be with Zunoma and the items shall be held by the customer in a fiduciary capacity for Zunoma unless and until the full amount hereunder has been paid to Zunoma.
- 11.4. Where property remains with Zunoma after delivery of the goods (or upon the creation of other items) the customer shall be entitled to sell the goods (or such other items) in the ordinary course of business (and for such purpose property in the goods or such other items shall pass to the customer immediately prior to any such sale) provided that all sums due to or received by the customer in respect of any such sale shall be held by the customer in a fiduciary capacity for Zunoma unless and until the full amount payable hereunder has been paid to Zunoma.
- 11.5. In the event of the customer becoming insolvent the right to resell the goods shall be suspended and Zunoma by its servants or agents may enter upon the premises of the customer to recover any goods as yet unsold by the customer.

12. Variations in quantity

- 12.1. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for single part or one process work not requiring special papers or special features and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.

13. Claims

- 13.1. Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Zunoma and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made in writing to Zunoma and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to Zunoma within 28 days of delivery. Zunoma shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular case where the customer proves that:
 - 13.1.1. it was not possible to comply with the requirements and;
 - 13.1.2. advice (where required) was given and the claim made as soon as reasonably possible.

14. Liability

- 14.1. Zunoma shall not be liable for any loss to the customer arising from delay in transit not caused by Zunoma.
- 14.2. All express or implied warranties or conditions statutory or otherwise as to the quality or fitness for any particular purpose of the goods except to the extent that this provision is held to be unenforceable under or by virtue of any provision contained in the Sale of Goods Act, 1979 or the Unfair Contract Terms Act, 1977 or the Supply of Goods and Services Act, 1982 or any statutory modification or re-enactment thereof for the time being in force, are hereby expressly excluded.

- 14.3. Zunoma shall not be liable in any circumstances whatsoever, whether in contract, tort or otherwise, for loss of anticipated profits or revenue or contracts or for any other indirect or consequential loss or damage arising from any cause whatsoever.
- 14.4. All goods supplied but not manufactured by Zunoma are sold subject to the conditions of sale of the manufacturer thereof and the sole liability of Zunoma in respect thereof shall be to give to the customer such benefits as Zunoma shall receive under any contract which Zunoma has with such manufacturer. In the event of any failure by such manufacturer for whatever reason to meet such liability which may arise by reason of any defect in such goods, Zunoma shall be under no liability to the customer in respect of such defect.
- 14.5. If the customer wishes to rely upon any representations made by or on behalf of Zunoma but not expressly embodied in any tender, quotation or contract to which these Conditions apply, the customer shall give Zunoma written notice of such reliance before Zunoma incurs any obligation consequent upon such representation and shall not otherwise be entitled to rely upon such representation.
- 14.6. Zunoma shall not be liable in respect of any damage or deterioration of the goods during storage after delivery of the goods in accordance with the contract unless the recommended storage conditions set out in the Annex hereto have been strictly adhered to.

15. Standing material

- 15.1. Materials owned by Zunoma and used by them in the production of the order remain the exclusive property of Zunoma. Such items when supplied by the customer shall remain the customer's property.
- 15.2. Plates or other work may be destroyed immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

16. Customer's property

- 16.1. All property supplied to Zunoma by or on behalf of the customer shall while it is in the possession of Zunoma or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.
- 16.2. Zunoma shall be entitled to make a reasonable charge for the storage of any customer's property left with Zunoma before receipt of the order or after notification to the customer of completion of the work.

17. Materials supplied by the customer

- 17.1. Zunoma may reject any paper, plates or other materials supplied or specified by the customer which appear to them to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Zunoma in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.
- 17.2. Where materials are so supplied or specified, Zunoma will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- 17.3. Quantities of materials supplied shall be adequate to cover normal spoilage.

18. Specifications

- 18.1. The customer shall be responsible for ensuring that any materials, digital artwork, data or other instructions supplied by the customer or by any agent or representative of the customer in connection with the manufacture or sale of any goods are accurate, unambiguous and clearly legible and meet the customer's requirements, and the customer shall indemnify and hold Zunoma harmless in respect of any liability, loss, injury, damage, demand, cost, charge or expense which may be incurred or sustained by Zunoma by reason of or arising directly or indirectly out of any claim in respect of any inaccuracy ambiguity or illegibility in respect of any such artwork, sketches, specifications, descriptions or information or otherwise in relation thereto.

19. Illustrations

- 19.1. Any samples, illustrations or descriptive material made available by Zunoma including artwork and specifications or weight capacity or dimensions shall not form part of the contract but shall be treated as approximate only unless specifically stated otherwise. All documents containing such illustrative or descriptive material (as well as the copyright therein) shall remain the exclusive property of Zunoma and must not be copied or loaned or transferred.

20. Insolvency or Default

- 20.1. If the customer shall make default in or commit any breach of any of its obligations to Zunoma (including but not limited to any failure to make payment on the Due Date of the contract price or of any interim payment or other sum payable by the customer to Zunoma) or if any distress or execution shall be levied upon the customer or if the customer shall offer to make any arrangement with creditors or commit any act of bankruptcy or if any petition in bankruptcy shall be presented against it or if the customer is a limited company any resolution or petition to wind up the customer (other than for the purposes of amalgamation or reconstruction which becomes effective) shall be passed or presented or if a Receiver shall be appointed over the whole or any part of the assets of the customer then all sums outstanding in respect of any goods supplied under any contracts made from time to time between the customer (or any subsidiary parent or associated company of the customer) and Zunoma shall be immediately payable to Zunoma and Zunoma shall have the right by notice in writing given to the customer to suspend forthwith the manufacture, delivery or supply of any further goods and to determine any unexecuted contract with the customer, without prejudice to any other remedy which Zunoma may have.

21. Payment

- 21.1. Payment shall be made not later than 28 days after the date of invoice ("the Due Date"). All payments shall be made in full without deduction in respect of any set-off or counterclaim.
- 21.2. If the sums due to be paid under an invoice are specified or expressed by virtue of contractual or tender obligations to be in a currency other than pounds sterling (GBP) then Zunoma shall have the right in its own absolute discretion to convert any outstanding sum which may remain unpaid at any time after the Due Date to GBP at the rate of exchange applicable at the date of conversion.
- 21.3. If payment of any sum payable to Zunoma is not made on or before the Due Date Zunoma shall be entitled to charge interest thereafter on such sum at the rate of 4 per cent. per annum above the current base rate of Lloyds TSB Bank PLC such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month.

- 21.4. The contract price shall be payable by the customer notwithstanding any adjustments or corrections of defects which may be required to the goods.
- 21.5. By written agreement payment may be monthly by direct debit on the dates specified by the Direct Debit Mandate. The customer will receive email notification of any extra charges incurred above the normal monthly fee.
- 21.6. If the Direct Debit is refused then the customer must pay the Fees due immediately in accordance with any credit terms agreed with Zunoma.
- 21.7. Time for payment shall be of the essence of the Contract.
- 21.8. All payments due under these Terms and Conditions must be made in full without any deduction or withholding except as required by law and neither party can assert any credit, set-off or counterclaim against the other in order to justify withholding payment of any such amount in whole or in part.
- 21.9. If the customer does not pay within the period set out above, Zunoma can suspend any further provision of the goods or services and cancel any future goods or services which have been ordered by, or otherwise arranged with the customer.
- 21.10. Receipts for payment will be issued by Zunoma only at the customer's request.

22. Services

- 22.1. Zunoma warrants that it will use reasonable care and skill in its performance of the Services which will comply with the quotation, including any specification in all material respects. Zunoma can make any changes to the Services which are necessary to comply with any applicable law or safety requirement, and Zunoma will notify the customer if this is necessary.
- 22.2. Zunoma will use our reasonable endeavours to complete the performance of the Services within the time agreed or as set out in the quotation; however, time shall not be of the essence in the performance of Zunoma's obligations.
- 22.3. All of these Terms and Conditions apply to the supply of any goods as well as Services unless specified otherwise.

23. The Customer's obligations

- 23.1. The customer must obtain any permissions, consents, licences or otherwise that Zunoma needs and must give us access to any and all relevant information, materials, properties and any other matters which are needed to provide the Services.
- 23.2. If the customer does not comply with Clause 5, Zunoma can terminate the Services.
- 23.3. Zunoma shall not be liable for any delay or failure to provide the Services if this is caused by the customer's failure to comply with the provisions of this section (customer's obligations).

24. Cancellation and amendment

- 24.1. Zunoma can withdraw, cancel or amend a quotation if it has not been accepted, or if the Services have not started, within a period of 30 days from the date of the quotation, (unless the quotation has been withdrawn).

- 24.2. Either party can cancel an order for any reason prior to acceptance (or rejection) of the quotation.
- 24.3. If the customer wants to amend any details of the Services, the customer must tell Zunoma in writing as soon as possible. Zunoma will use reasonable endeavours to make any required changes and additional costs will be included in the Fees and invoiced to the customer.
- 24.4. If, due to circumstances beyond Zunoma's control. Zunoma has to make any change in the Services or how they are provided, Zunoma will notify the customer immediately. Zunoma will use reasonable endeavours to keep any such changes to a minimum.

25. Termination

- 25.1. Zunoma may terminate the provision of the Services immediately if the customer:
- 25.1.1. commits a material breach of its obligations under these Terms and Conditions; or
- 25.1.2. fails to pay any amount due under the Contract on the Due Date for payment; or
- 25.1.3. become, or in our reasonable opinion is about to become, the subject of a bankruptcy order or take advantage of any other statutory provision for the relief of an insolvent debtor; or
- 25.1.4. enter into a voluntary arrangement under the Insolvency Act 1986, or any other scheme or arrangement is made with its creditors; or
- 25.1.5. convene any meeting of the customers creditors, enters into voluntary or compulsory liquidation, have a receiver, manager, administrator or administrative receiver appointed in respect of assets or undertakings or any part of them, any documents are filed with the Court for the appointment of an administrator, notice of intention to appoint an administrator is given by it or by a qualifying floating charge holder (as defined in paragraph 14 of Schedule B1 of the Insolvency Act 1986), a resolution is passed or petition presented to any Court for winding-up or for the granting of an administration order in respect of it, or any proceedings are commenced relating to its insolvency or possible insolvency.

26. Intellectual property

- 26.1. Zunoma reserves all copyright and any other intellectual property rights which may subsist in any goods supplied in connection with the provision of the Services. Zunoma reserves the right to take any appropriate action to restrain or prevent the infringement of such intellectual property rights.

27. Liability and indemnity in the supply of Services

- 27.1. Zunoma's liability under these Terms and Conditions, and in breach of statutory duty, and in tort or misrepresentation or otherwise, shall be limited as set out in this Clause.
- 27.2. The total amount of Zunoma's liability is limited to the total amount of Fees payable by the customer under the Contract.
- 27.3. Zunoma are not liable (whether caused by its employees, agents or otherwise) in connection with the provision of the Services or the performance of any of its other obligations under these Terms and Conditions or the quotation for:

- 27.3.1. any indirect, special or consequential loss, damage, costs, or expenses or;
- 27.3.2. any loss of profits; loss of anticipated profits; loss of business; loss of data; loss of reputation or goodwill; business interruption; or, other third party claims; or
- 27.3.3. any failure to perform any of our obligations if such delay or failure is due to any cause beyond its reasonable control; or
- 27.3.4. any losses caused directly or indirectly by any failure or the customer's breach in relation to its obligations; or
- 27.3.5. any losses arising directly or indirectly from the choice of Services and how they will meet the customer's requirements or use of the Services or any goods supplied in connection with the Services.
- 27.4. The customer must indemnify Zunoma against all damages, costs, claims and expenses suffered by it arising from any loss or damage to any equipment (including that belonging to third parties) caused by the customer or its agents or employees.
- 27.5. Nothing in these Terms and Conditions shall limit or exclude liability for death or personal injury caused by negligence, or for any fraudulent misrepresentation, or for any other matters for which it would be unlawful to exclude or limit liability.

28. Foreign Provisions

- 28.1. Unless otherwise specifically agreed, goods shall not be required to comply with any direction, regulation, provision or standards set by any foreign law or body or organisation.

29. Illegal matter

- 29.1. Zunoma shall not be required to print any matter which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
- 29.2. Zunoma shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid for legal advice in settlement of any claim.

30. Periodical publications

- 30.1. A contract for the printing of a periodical publication may not be terminated by either party unless 13 weeks' notice in writing is given in the case of periodicals produced monthly or more frequently or 26 weeks' notice in writing is given in the case of other periodicals. Notice may be given at any time but wherever possible should be given after completion of work on any one issue. Nevertheless, Zunoma may terminate any such contract forthwith should any sum due thereunder remain unpaid.

31. Force majeure

- 31.1. Zunoma shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lockout, strike or other action taken by employees in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract.

- 31.2. During the continuance of such a contingency the customer may by written notice to Zunoma elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 31.3. If the delay continues for a period of 90 days, either party may terminate or cancel the Services to be carried out under these Terms and Conditions.

32. Communications

- 32.1. All notices under these Terms and Conditions must be in writing and signed by, or on behalf of, the party giving notice (or a duly authorised officer of that party).
- 32.2. All notices must be delivered by recorded/registered mail to the notified address of either party and may be given by electronic means (email) in addition to the delivery of a hard copy. Insofar as the date of service or delivery of such notice shall be relevant, the operative date shall be the date of the electronic communication (email).

33. No waiver

- 33.1. No delay, act or omission by a party in exercising any right or remedy will be deemed a waiver of that or any other right or remedy nor stop further exercise of any other right, or remedy.

34. Law

- 34.1. These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England.

35. Severance

- 35.1. If one or more of these Terms and Conditions is found to be unlawful, invalid or otherwise unenforceable, that / those provisions will be deemed severed from the remainder of these Terms and Conditions (which will remain valid and enforceable).