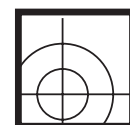


PANTONE Printer Accreditation Program

Application Form

Bodoni Systems Ltd
Salamander Quay West
Park Lane
Harefield
Middx
HA5 1EB
Tel: 01895 825776
Fax: 01895 825994
email: info@bodoni.co.uk
web: www.bodoni.co.uk



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Confirmation Details

I confirm our place on the 2 day Provisional Accreditation Training Program on:

Date(s): _____

I have read and agree to the terms and conditions attached. I enclose the initial deposit of £195 (+VAT) to secure the place(s) on the training program and agree that the final payment of £1800 (+VAT) (i.e.£1995 less deposit) for the 1st attendee and £395 (+VAT) for every subsequent attendee will be paid 2 weeks prior to the training date.

Signature: _____

Position: _____

Name: _____

Company: _____

Accreditation Location Details

Contact Name: _____

Contact Name: _____

Company Name: _____

Company Name: _____

Address: _____

Address: _____

Post Code: _____

Post Code: _____

Tel: _____

Tel: _____

Fax: _____

Fax: _____

Invoicing Details

Names of Attendees

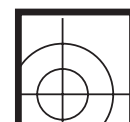
1. _____

2. _____

3. _____

4. _____

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BODONI SYSTEMS Limited

Terms and Conditions

THE LOCATION'S ATTENTION IS IN PARTICULAR DRAWN TO THE PROVISIONS OF CONDITION 6.4

1. INTERPRETATION

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

Audit: means an on-site audit of the Location (which if passed will lead to Full PPAP Accreditation) to ensure that all the required equipment listed in the PPAP Manual is in place, and only used by the Trainees who have fulfilled all criteria in these Conditions.

Bodoni: means Bodoni Systems Limited, incorporated and registered in England and Wales (Company No. 02467939), whose registered office is at Lachman Livingston, 136 Pinner Road, Northwood, Middlesex HA6 1BP.

Confidential Information: means information of a confidential nature (including but not limited to trade secrets and information of commercial value) known to Bodoni, its qualified agent or the Location and concerning Bodoni, PPAP, PPAP Training & Auditing or Pantone or the business of the Location and communicated by one party to the other.

Contract: any contract (which may or may not take the form of a schedule fixed to these Conditions) between Bodoni and the Location for the supply of PPAP Training & Auditing and accreditation to PPAP, incorporating these Conditions.

Control: means the ability to direct the affairs of another whether by virtue of the ownership of shares, contract or otherwise.

Full PPAP Accreditation: full acknowledgement of accreditation as defined in the PPAP Manual and recognition on the PPAP section of Pantone's Official Website once PPAP Training & Auditing has been completed by the Location for the period of one year from the time that Pantone issues a certificate of full accreditation.

Intellectual Property: means any patent, copyright, registered design, unregistered design right, trade mark or other industrial or intellectual property owned or used by Bodoni or Pantone subsisting in the Territory together with any current applications for any registrable items of the foregoing.

Location: means the person(s), firm or company (or a site within a firm and/or a company) within the Territory, wishing to be PPAP accredited and to whom Bodoni or a Bodoni qualified agent is supplying PPAP Training & Auditing.

Pantone: means Pantone Inc, a Delaware corporation, located at 590 Commerce Boulevard, Carlstadt, New Jersey 07072, which has established various proprietary colour schemes for the presentation, communication, specification, and reproduction of colours and has acquired substantial recognition for its products and services in such fields, and which runs the PPAP and who granted Bodoni a licence to conduct the PPAP in the Territory.

Pantone's Official Website means www.pantone.com or other Pantone-owned Web site, as determined by Pantone.

Pantone Trade Marks: means the following trade marks and service marks owned by Pantone: "PANTONE®", "PANTONE MATCHING SYSTEM®", "PANTONE Process Color System®", "Hexachrome®" and "PANTONE Hexachrome®".

PPAP: means the Pantone Printer Accreditation Program which is an international quality control programme for sheetfed offset lithographic-printers, providing a guide to best practice, practical printing tests and audits, accreditation to which is achieved by successfully completing PPAP Training & Auditing.

PPAP Manual: means a manual and other material or literature prepared and produced by Bodoni on behalf of Pantone explaining and detailing, in English, PPAP, including but not limited to requirements, criteria, procedures, forms, Print Tests, Audits, instructions, best practice and PPAP Training & Auditing.

PPAP Training & Auditing: means the training and evaluation of at least one person at the Location pursuant to compliance with the PPAP Manual, these Conditions and Bodoni's instructions from time to time, and is made up of the Two-Day Training Scheme, the Print Test and the Audit, which together lead to Full PPAP Accreditation.

Price List means a list of prices for various stages of PPAP Training & Auditing as released and revised by Bodoni from time to time.

Print Test: means the print test of a Location to be primarily approved by Bodoni and then by Pantone as detailed in these Conditions and PPAP Manual.

Provisional PPAP Accreditation: a provisional form of accreditation on the PPAP section of Pantone's Official Website once the Two-Day Training Scheme and Print Test stages have been completed by the Location but the Audit remains outstanding.

Repeat Audit: means an on-site audit of the Location similar to the Audit to ensure that all the required equipment listed in the PPAP Manual is still in place, and still only used by the Trainees who have fulfilled all criteria in these Conditions and are still in full-time employment of the Location.

Territory: means the country members of the European Union as well as Albania, Andorra, Belarus, Bosnia-Herzegovina, Croatia, Former Yugoslav Republic of Macedonia, Iceland, Liechtenstein, Moldova, Norway, Russia, San Marino, Serbia and Montenegro, Switzerland, Ukraine and Vatican City.

Trainees: means personnel from the Location attending and successfully completing PPAP Training & Auditing.

Two-Day Training Scheme: shall mean the two-day training course to be delivered by Bodoni to the standard set by Bodoni as detailed in the these Conditions and PPAP Manual.

1.2 In these Conditions references to any statute or statutory provision shall, unless the context otherwise requires, be construed as a reference to that statute or statutory provision as from time to time amended, consolidated, modified, extended, re-enacted or replaced.

1.3 In these Conditions references to the masculine include the feminine and the neuter and to the singular include the plural and vice versa as the context admits or requires.

1.4 In these Conditions headings will not affect the construction of these Conditions.

1.5 All prices, fees and costs are exclusive of Value Added Tax or any sales tax.

2. APPLICATION OF TERMS

2.1 Subject to any variation under Condition 2.3 the Contract will be on these Conditions to the exclusion of all other terms and conditions (including any terms or conditions which the Location purports to apply under any confirmation of order,

specification or other document).

2.2 No terms or conditions endorsed upon, delivered with or contained in the Location's confirmation of order, specification or other document will form part of the Contract simply as a result of such document being referred to in the Contract.

2.3 These Conditions apply to all Bodoni's or its qualified agent's sales of PPAP Training & Auditing to Locations and any variation to these Conditions and any representations about PPAP Training & Auditing, PPAP and PPAP Manual shall have no effect unless expressly agreed in writing and signed by a director of Bodoni. The Location acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of Bodoni which is not set out in the Contract. Nothing in this Condition will exclude or limit Bodoni's liability for fraudulent misrepresentation.

2.4 The signing of the Contract by the Location shall be deemed to be an offer by the Location to be provided with PPAP Training & Auditing subject to Condition 5 and these Conditions generally.

2.5 The signing of the Contract by Bodoni (or its qualified agent) or (if earlier) Bodoni's (or its qualified agent's) provision of PPAP Training & Auditing shall be deemed to be an acceptance by Bodoni.

2.6 This Contract is subject to the PPAP licence agreement entered between Pantone and Bodoni.

3. PPAP TRAINING & AUDITING

3.1 Bodoni or one of its qualified agents shall provide PPAP Training & Auditing to the personnel that the Location wishes to be trained as Trainees in accordance with the following:

(a) Such Personnel shall attend the Two-Day Training Scheme and be provided with the PPAP Manual;

(b) Following the Two-Day Training Scheme, the Location shall submit the Print Test to Bodoni for its approval subject to Condition 3.1 (c).

(c) Where a qualified agent of Bodoni has entered into the Contract with the Location on Bodoni's behalf the Location shall submit the Print Test to that agent, who shall then decide whether or not it meets the relevant standards and should therefore be passed on to Bodoni for its and Pantone's approvals.

(d) Once the Print Test is submitted to Bodoni pursuant to Conditions 3.1 (b) or 3.1 (c), it may reject the Print Test as it does not meet the relevant standards, or if it does meet the relevant standard, Bodoni shall submit the Print Test to Pantone for its final approval or disapproval, such approval or disapproval to be given to Bodoni within 30 business days from receipt.

(e) If Pantone approves the Print Test pursuant to Condition 3.1 (d) Bodoni or its qualified agent shall use its best endeavours to Audit the Location within six months of such approval so that the Provisional PPAP Accreditation does not lapse pursuant to Condition 4.1.

(f) If the Location fails to obtain approval for its Print Test, it has the option of re-submitting a revised Print Test subject to payment of the fee for such a Print Test as stated in the Price List or the Contract.

(g) If Bodoni or its qualified agent is satisfied with the Audit, the Location will be given Full PPAP Accreditation subject to Condition 3.2 and in the manner described in Condition 4.

(h) If Bodoni or its qualified agent is not satisfied with the Audit, the Location must retake the Audit until it passes all requirements within the six-month period following Provisional PPAP Accreditation. If it fails to do so, the Location will lose Provisional PPAP Accreditation and it will have to re-start PPAP Training & Auditing if it wishes to be PPAP accredited..

3.2 The Location shall only be provided with PPAP Training & Auditing described in Condition 3.1 above, and the rest of these Conditions, if it has complied with Condition 5 by paying all fees due.

3.3 Bodoni or its qualified agent shall provide the Location with a unique reference number at the start of the PPAP Training & Auditing which shall be used by the Location and Bodoni or its qualified agent in the course of all aspects of PPAP Training & Auditing, and any dealings and correspondence thereafter between the parties.

3.4 The Location shall allow Bodoni or a qualified agent of Bodoni necessary access to its premises for the purposes of the Audit and any Repeat Audit as long as Bodoni or its qualified agent has given prior written notice.

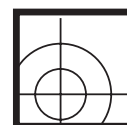
4. PPAP ACCREDITATION

4.1 Bodoni shall use its best endeavours to send acknowledgment to the Location of it having Provisional PPAP Accreditation within one month of Bodoni receiving Pantone's approval as described in Condition 3.1 (d), such provisional accreditation being subject to compliance with Conditions 5. The Provisional PPAP Accreditation shall automatically expire at the elapse of the six-month period from the date Pantone has notified Bodoni of its approval (as described in Condition 3.1 (d)) unless the Location has passed the Audit. Bodoni or its Agent agrees to conduct the Audit within such six-month period.

4.2 The Location shall be given acknowledgement of it achieving Full PPAP Accreditation when Bodoni is satisfied with the results of the Audit and the Location has paid the fee for such an Audit as stated in the Price List or the Contract.

4.3 In order to renew the one year period of Full PPAP Accreditation, the Location must re-submit a Print Job to Bodoni or the relevant qualified agent of Bodoni, and also pass the Repeat Audit.

4.4 If the Location is successful in fulfilling the requirements of Condition 4.3, it shall be given Full PPAP Accreditation for another period of one year subject to



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payment of the prices for the Print Test and Audit as stated in the Price List or the Contract.

5. PRICE AND PAYMENT

5.1 All prices in this Condition 5 are payable in advance by the Location and are exclusive of value added tax or any similar sales tax.

5.2 The Location shall pay Bodoni, or a qualified agent of Bodoni if it is entering into the Contract on behalf of Bodoni, at the prices set forth in the Contract or, if no prices have been agreed or stated in the Contract, the Price List.

5.3 Bodoni may change the prices in Condition 5.2 at any time on providing reasonable notice. A qualified agent of Bodoni may not change the prices in Condition 5.2 unless Bodoni has given its prior consent.

5.4 All payments payable to Bodoni or a qualified agent of Bodoni under the Contract shall become due immediately upon termination of this Contract despite any other provision.

5.5 The Location shall make all payments due under the Contract in full without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise.

6. LIMITATION OF LIABILITY

6.1 The following provisions set out the entire financial liability of Bodoni (including any liability for the acts or omissions of its employees, agents and sub-contractors) to the Location in respect of:

- (a) any breach of these Conditions;
- (b) any use specified in the PPAP Manual; and
- (c) any representation, statement or tortious act or omission including negligence arising under or in connection with the Contract.

6.2 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.

6.3 Nothing in these Conditions excludes or limits the liability of Bodoni:

- (a) for death or personal injury caused by Bodoni's negligence;
- (b) for any matter which it would be illegal for Bodoni to exclude or attempt to exclude its liability; or
- (c) for fraud or fraudulent misrepresentation.

6.4 Subject to Conditions 6.2 and 6.3:

(a) [Bodoni'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 this Contract shall be limited to the aggregate of the payments paid under Condition 5;]

(b) Bodoni shall not be liable to the Location 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;

(c) Bodoni shall not be liable for any misuse of the equipment mentioned in the PPAP Manual by the Location or where the liability arises as a result of the action or omission of the Location or Trainees; and

(d) the Location waives any rights it may have in respect of a claim for any loss where the Contract has been terminated pursuant to Condition 10.1 (f).

6.5 The Location shall indemnify Bodoni from and against any manner of loss, liability, damage or expense including reasonable fees and legal expenses which Bodoni may suffer or sustain as a result of the breach of any of these Conditions.

7. INTELLECTUAL PROPERTY AND INDEMNITY

7.1 The Location acknowledges that the Intellectual Property in all material and literature relating to PPAP Training & Auditing, Bodoni's business, PPAP accreditation, including the PPAP Manual are Bodoni's property, other than those mentioned in Condition 7.2 and 7.3.

7.2 The Location acknowledges that Pantone's Trade Marks are the property of Pantone, and shall not use any of them in relation to its corporate name, website domain name, trade name or in any manner that gives the impression that Pantone's Trade Marks are the property of the Location or that the Location is affiliated with Pantone other than through Full PPAP Accreditation. In addition, no words, symbols or logos shall be conjoined with Pantone's Trade Marks so as to create a unified commercial impression in the minds of the public.

7.3 The Location shall not use the Intellectual Property and/or Pantone's Trade Marks in any way, and the Location hereby acknowledge that no right whatsoever to same is granted to it by virtue of this Contract, other than in the presentation of the "certificate of accreditation" and a digital insignia as supplied by either Pantone or Bodoni (or a Bodoni qualified agent).

7.4 The Location shall not use the Intellectual Property or Pantone's Trade Marks in any way that implies that it is linked to Bodoni or Pantone commercially other than having PPAP accreditation once it has passed PPAP Training & Auditing.

8. ASSIGNMENT

8.1 The Location shall not be entitled to assign the Contract or any part of it without the prior written consent of Bodoni.

8.2 Bodoni may assign the Contract or any part of it to any person, firm or company.

9. FORCE MAJEURE

Bodoni reserves the right to alter or cancel the Contract (without liability to the Location) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of Bodoni including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials. Provided that, if the event in question continues for a continuous period in excess of [90] days, the Location shall be entitled to give notice in writing to Bodoni to terminate the Contract.

10. TERMINATION

10.1 Bodoni may give notice in writing to the Location terminating the Contract with immediate effect if:

(a) the Location commits any serious breach of any of the terms of these Conditions and that breach (if capable of remedy) is not remedied within 15 working

days of notice being given by Bodoni requiring it to be remedied;

(b) the Location's behaviour does anything to undermine the integrity of PPAP, Bodoni or Pantone, including (but not limited to) training printers with a third party not PPAP trained by Bodoni, falsifying any tests, allowing non-PPAP trained printers to submit Print Tests for accreditation approval, not conducting Audits to the agreed standard and in any way not complying with the general standards of PPAP;

(c) an order is made or a resolution is passed for the winding-up of the Location or an order is made for the appointment of an administrator to manage the affairs, business and property of the Location, or such an administrator is appointed or documents are filed with the court for the appointment of an administrator or notice of intention to appoint an administrator is given by the Location or its directors, or a receiver and/or manager or administrative receiver is appointed in respect of all or any of the Location's assets or undertaking or circumstances arise which entitle the court or a creditor to appoint a receiver and/or manager or administrative receiver or which entitle the court to make a winding-up or bankruptcy order or the Location takes or suffers any similar or analogous action in consequence of debt or any analogous proceedings to the ones described in this Condition 10.1 (c) in any jurisdiction;

(d) there is a change of Control of the Location if it is a company;

(e) the Location ceases, or threatens to cease, to carry on business; and

(f) Bodoni ceases to distribute PPAP Training & Auditing.

10.2 Upon any termination of the Contract, the Location shall, within 30 days, return all material, including but not limited to the PPAP Manual, it possesses in relation to PPAP or Bodoni, including any Confidential Information and shall have its Full PPAP Accreditation status revoked.

10.3 Following termination, the Location shall not be permitted to pass itself off as having Full PPAP Accreditation or Provisional PPAP Accreditation.

11. GENERAL

11.1 Each right or remedy of Bodoni under the Contract is without prejudice to any other right or remedy of Bodoni whether under the Contract or not.

11.2 If any party supplies any personal data (as defined by the Data Protection Act 1998) to the other, it hereby authorises the other party to use such data for the purposes of the Contract and warrants that the use of such information by the other party shall not constitute a breach of any provision of the Data Protection Act 1998, provided that the other party only processes such data in accordance with the party supplying the personal data's instructions and takes such technical and organisational measures against unauthorised or unlawful processing of such data and against accidental loss or destruction of, or damage to, such data as is required under the Data Protection Act 1998.

11.3 The parties shall maintain secret and confidential all Confidential Information howsoever recorded of the other which comes to their attention pursuant to the Contract. The Location shall also maintain such secrecy and confidentiality with regards to any similar Confidential Information of Pantone that may come into its possession during the Contract. Such information is not confidential if it is already lawfully in the possession of the party receiving it or if it is in the public domain.

11.4 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.

11.5 Failure or delay by Bodoni in enforcing or partially enforcing any provision of the Contract will not be construed as a waiver of any of its rights under the Contract.

11.6 Any waiver by Bodoni of any breach of, or any default under, any provision of the Contract by the Location will not be deemed a waiver of any subsequent breach or default and will in no way affect the other terms of the Contract.

11.7 The parties to these Conditions do not intend that any term of these Conditions will be enforceable by any person that is not a party to it, except that:

(a) these Conditions may be enforced by Pantone subject to and in accordance with these Conditions and the Contracts (Rights of Third Parties) Act 1999; and

(b) a person who is the permitted successor to or assignee of the rights of a party to the Contract is deemed to be a party to the Contract and the rights of such successor or assignee shall, subject to and upon any succession or assignment permitted by these Conditions, be regulated by these Conditions.

11.8 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.

12. COMMUNICATIONS

12.1 All communications between the parties about these Conditions must be in writing and delivered by hand or sent by pre-paid first class post or sent by facsimile transmission:

(a) (in case of communications to Bodoni or a qualified agent of Bodoni) to its registered office or such changed address as shall be notified to the Location by Bodoni or the qualified agent of Bodoni; or

(b) (in the case of the communications to the Location) to the registered or head office of the addressee (if it is a company) or (in any other case) to any address of the Location set out in any document which forms part of this Contract or such other address as shall be notified to Bodoni by the Location.

12.2 Communications shall be deemed to have been received:

(a) if sent by pre-paid first class post, 2 days (excluding Saturdays, Sundays and bank and public holidays) after posting (exclusive of the day of posting);

(b) if delivered by hand, on the day of delivery;

(c) if sent by facsimile transmission at the time of transmission.



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