

Shropshire Printing.co.uk

Standard Conditions of Contract

1 PRICE VARIATION Estimates are based on Shropshire Printing.co.uk's current costs of production and, unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

2 TAX Shropshire Printing.co.uk reserves the right to charge the amount of any taxes, value added tax, duties or royalties, etc; which are payable, whether or not included on the estimate or invoice.

3 PRELIMINARY WORK All work carried out, whether experimentally or otherwise, at customer's request shall be charged.

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

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

6 COPYRIGHT The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The customer will indemnify Shropshire Printing.co.uk and their agents from any claim arising thereof.

7 DELIVERY AND PAYMENT (a) delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payments shall become due

(b) On certain classes of work Shropshire Printing.co.uk reserves the right to insist upon payment being received prior to commencement of work.

(c) Any carriage arranged by Shropshire Printing.co.uk is on the customer's behalf and Shropshire Printing.co.uk is not liable for any delays arising out of that carriage.

(d) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved.

(e) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days Shropshire Printing.co.uk shall then be entitled to payment for work already carried out, materials specially ordered and the other additional costs including storage.

8 COMPLETION DATES No completion dates are guaranteed unless 'Express Service' is specified and paid for and the required date notified in writing. In the event of such a completion date not being met then Shropshire Printing.co.uk's liability shall only extend to the refund of the 'Express Service' charge.

9 VARIATIONS IN QUANTITY Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only 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)

10 CLAIMS Any query regarding the invoice or the goods supplied must be made to Shropshire Printing.co.uk in writing within 7 days of invoice date or delivery date, whichever is the latest. Any query regarding non delivery must be made within 14 days of the invoice date. Claims outside this limit will not be entertained. Shropshire Printing.co.uk 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 (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

11 LIABILITY Shropshire Printing.co.uk shall not be liable for any loss to the customer arising from delay in transit not caused by Shropshire Printing.co.uk.

12 STANDING MATERIAL (a) Metal, film, glass and other materials owned by Shropshire Printing.co.uk and used by them in the production of type, plates, moulds, stereotypes, electroplates, film-setting, negatives and the like shall remain the customer's property.

(b) Type may be distributed, negatives destroyed and lithographic, photogravure or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

(c) Shropshire Printing.co.uk take no responsibility for damage - customers own risk.

13 CUSTOMER'S PROPERTY (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out to do so, customer's property and all property supplied to Shropshire Printing.co.uk by or on behalf of the customer shall while it is in the possession of Shropshire Printing.co.uk in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) Shropshire Printing.co.uk shall be entitled to make a reasonable charge for the storage of any customer's property left with Shropshire Printing.co.uk before receipt of order or after notification to the customer of completion of work.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

14 MATERIALS SUPPLIED BY THE CUSTOMER (a) Shropshire Printing.co.uk may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost 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 Shropshire Printing.co.uk in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied, Shropshire Printing.co.uk 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.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

15 INSOLVENCY If the customer ceases to pay his debts in the ordinary course of business or cannot pay his debts as they become due or being a company is deemed to be unable to pay its debts or has a winding-up petition issued against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, Shropshire Printing.co.uk without prejudice to other remedies shall (i) have the right not to proceed further with the contract or any other work for the customer and be entitled to charge for work already carried out (whether completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

16 ILLEGAL MATTER (a) Shropshire Printing.co.uk shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

(b) Shropshire Printing.co.uk reserves the right to refuse to print any matter which in their opinion, may be prejudicial or detrimental to the good of Shropshire Printing.co.uk's business.

(c) Shropshire Printing.co.uk 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 on a lawyer's advice in settlement of any claim.

17 FULL COLOUR PRINTING Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the printer shall not be required to guarantee an exact match in colour or texture between the customer's original colour photograph or transparency and the printed article.

Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing, must order a colour proof, in writing when placing the order. This will be charge as extra. It is the customer's own responsibility to ensure that the colour photograph(s) of transparency(ies) submitted are suitable for the work in hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals.

18 FORCE MAJEURE Shropshire Printing.co.uk shall be under no liability if he shall be unable to carry out any provision of the contract for any reason beyond his control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, 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. During the continuance of such a contingency the customer may by written notice to Shropshire Printing.co.uk elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

19 LAW These conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England. Shropshire Printing.co.uk STANDARD CONDITIONS OF CONTRACT