

Terms and Conditions of Business

In this document **Supplier** refers to Toosey Print

1 Price variation Estimates are based on the supplier'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 Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the supplier reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

3 Preliminary work All work carried out, whether experimentally or otherwise, at the 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 Proof of all work may be submitted for customer's approval and the supplier 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.

6 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 payment shall become due.

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

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

(d) If the customer sells or otherwise disposes in the ordinary course of business any goods before the property in them has passed to the customer he shall hold on trust for the supplier any proceeds of sale and the right to receive such proceeds. Nothing herein shall constitute the customer the agent of the supplier for the purpose of such sub-sale.

(e) Customer's who do not pay any invoice in its entirety within 60 days of the date of the invoice, will have that invoice surcharged by the rate of 2.5% per month (or part thereof) from the date of the invoice. In the event of a surcharge being applicable, the surcharge will be applied to the total invoice figure excluding VAT, but without deduction of any discount that may be shown on that invoice.

7 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% 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.

8 Claims Advice of damage. Delay or partial loss of goods in transit or of non delivery must be given in writing to the supplier and the carrier within three clear day 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 the supplier and the carrier within 7 clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch) All other claims must be made in writing to the supplier within 28 days of delivery. The supplier 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.

9 Liability The supplier shall not be liable for any loss to the customer arising from delay in transit not caused by the supplier.

10 Standing material (a) Metal, film, glass, original artworks, photographs, transparencies and other materials owned by the supplier and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain his exclusive property. Such items, when supplied by the customer, shall remain the customer's property.

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

11 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 as doing so, customer's property and all property supplied to the supplier by or on behalf of the customer shall while it is in the possession of the supplier 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.

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

12 Material supplied by the customer (a) The supplier 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 the unreasonable delay by the supplier in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied or specified, the supplier 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.

13 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 petition issued against him, the supplier 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.

14 Illegal matter (a) The supplier shall not be required to supply 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) The supplier 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.

15 Periodical publications 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 the supplier may terminate any such contract forthwith should any sum due thereunder remain unpaid.

16 Force majeure The supplier 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 by the supplier elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

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