

## SCARBUTTS PRINTERS LIMITED STANDARD TERMS AND CONDITIONS

1. **Price variation** Estimates are based on the printer'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 printer 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 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 proofs necessitated thereby shall be charged extra. When style, type or layout is left to the printer's judgement, changes therefrom made by the customer 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) Unless otherwise specified the price quoted is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
  - (c) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs.
  - (d) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
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 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.
8. **Claims** Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the printer 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 the printer 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 the printer within 28 days of delivery. The printer 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 printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer.
  - (a) Insofar as is permitted by law where Work is defective for any reason, including negligence, the Seller's liability (if any) shall be limited to rectifying such defect, or crediting its value against any invoice raised in respect of the Work.
  - (b) Where the Seller performs its obligations to rectify defective Work under this condition the Seller shall not be liable for indirect loss, consequential loss or third party claims occasioned by defective Work and the Buyer shall not be entitled to any further claim in respect of the Work nor shall the Buyer be entitled to repudiate the contract, refuse to pay for the work or cancel further deliveries.
  - (c) Defective Work must be returned to the Seller before replacement or credits can be issued. If the subject Work is not available to the Seller the Seller will hold that the Buyer has accepted the Work and no credits or replacement Work will be provided.
  - (d) The Seller shall not be liable for indirect loss, consequential loss or third party claims occasioned by delay in completing the work or for any loss to the Buyer arising from delay in transit, whether as a result of the Seller's negligence or otherwise.
  - (e) Where the Seller offers to replace defective Work the Buyer must accept such an offer unless he can show clear cause for refusing so to do. If the Buyer opts to have the work re-done by any third party without reference to the Seller the Buyer automatically revokes his right to any remedy from the Seller, including but not exclusively the right to a credit in respect of Work done by the Seller.
  - (f) Where the Work will be forwarded by or on behalf of the Buyer to a third party for further processing the Buyer will be deemed to have inspected and approved the Work prior to forwarding and the Seller accepts no liability for claims arising subsequent to the third party's processing.
  - (g) The Seller reserves the right to reject any work forwarded to him after initial processing by a third party as soon as is reasonably practicable without processing the work any further. Should the Buyer require the Seller notwithstanding to continue, then the Seller is only obliged to do so after confirmation from the Buyer in writing.
  - (h) Nothing in these conditions shall exclude the Seller's liability for death or personal injury as a result of its negligence.
10. **Standing material**
  - (a) Metal, film, glass and other materials owned by the printer 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 contrary. 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 printer by or on behalf of the customer shall while it is in the possession of the printer 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 printer shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.
12. **Materials supplied by the customer**
  - (a) The printer 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 the printer 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 printer will take every care to secure 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 or has a bankruptcy petition issued against him, the printer 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 printer 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) The printer 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 printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.
16. **Force majeure** The printer 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 the printer 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.
18. **Passing of Property** The risk in the goods passes on delivery but beneficial ownership shall remain with the Company until full payment is received. Legal title to the goods shall remain with the Company until such time as the Company has received payment of the price of the goods and of the price of any other goods and services previously or subsequently supplied to the Purchaser whereupon title will pass to the Purchaser. The Purchaser may exercise its right to sell the goods as the fiduciary agent of the Company in the usual course of business but such right automatically ceases if a receiver, manager or administrator is appointed over the assets, undertaking or property of the Purchaser.