

# TERMS AND CONDITIONS

## Revision October 2021

### 1. Preliminary work

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

### 2. Proofs and approval

Proofs of all work shall be submitted for Customer's approval and the Company shall incur no liability for any errors not corrected by the Customer in the proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the Company's judgment, changes there from made by the Customer shall be charged extra.

### 3. 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 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 involved.
- (d) Should work be suspended at the request of, or delayed through any default of the Customer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- (e) Payment should be made within 30 days from date of invoice. Any invoice outstanding beyond this period will be referred to Daniels Silverman Limited and will be subject to a surcharge of 15% plus vat to cover the collection costs incurred. This surcharge together with all other charges and legal fees incurred will be the responsibility of the customer and will be legally enforceable.

### 4. Variations in quantity

Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.

### 5. Price variation

Estimates are based on the Company'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.

### 6. Tax

Value Added Tax will be charged at the relevant rate irrespective of whether or not it is included on the estimate or invoice.

### 7. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the Company and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days dispatch). All other claims must be made in writing to the Company within 28 days of delivery. The Company 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 (a) it was not possible to comply with the requirements and (b) advise (where required) was given and the claim made as soon as reasonably possible.

### 8. Liability

The liability of the Company arising out of any breach or non-performance of the contract to the extent that the law allows shall be limited to the charges by the Company in respect of any work carried out to the customers own material and shall not include the cost of replacement material nor extend to any costs or damages suffered by the customer, howsoever arising, or in respect of any consequential loss. The company shall not be liable for any loss to the Customer arising from delay in transit however caused.

### 9. Standing material

- (a) Metal, film, glass and other materials owned by the Company and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain the Customers priority.
- (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.

### 10. 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 Company by or on behalf of the Customer shall while it is in the possession of the Company 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 Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company before receipt of the order or after notification to the Customer of completion of the work.

### 11. Materials supplied by the Customer

- (a) The Company may reject any paper, plates or other materials supplied or specified by the Customer which appear to them to be unsuitable. Additional cost incurred if materials are found to be unsuitable, during production and 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 Company 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 Company will take every care to secure the best results, but responsibility will not be accepted to imperfect work caused by defects in our unsuitability of materials so supplied or specified.
- (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

### 12. 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 wind-up petition issued against it or being a person commits an act of bankruptcy or has bankruptcy petition issued against him, the Company without prejudice to other remedies shall:

- (a) 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
- (b) 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 a manner and at such price as he thinks fit and to apply the proceeds towards such debts.

### 13. Illegal matter

- (a) The Company 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 Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous matter of any infringement of copyright, patent, design or 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.

### 14. Force Majeure

The Company 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 of 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 be written notice to the Company elect to determine the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

### 15. Machine readable codes

- (a) In the case of machine readable codes or symbols the Company shall print the same as specified or approved by the Customer in accordance with generally accepted standards and procedures.
- (b) The Customer shall be responsible for satisfying himself in that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
- (c) The Customer shall indemnify the Company against any claims by any party resulting from the code or symbol not reading correctly for any reason, except to the extent that such claim arises from any failure of the Company to comply with paragraph (a) above which is not attributable to error failing within the tolerances generally accepted in the trade in relation to printing of this sort.

### 16. Retention of title

The risk in the goods passes to the Customer upon delivery (whether to the Customer or to a common carrier) but legal and beneficial ownership shall remain with the Company until payment in full has been received (each delivery being considered as a whole). Until the date of payment the Customer, if so required by the Company shall store the goods in such a way that they are clearly identifiable as the property of the Company.

### 17. Law

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