

CONDITIONS OF TRADE

1. PRICE The Company will record the price in a quotation and/or a price schedule (the quotation), such price shall be reviewed from time to time, but in relation to the publication of periodicals the Company will endeavour to give notice to the customer of any price rise 4 weeks prior to the implementation thereof. Prices will be reviewed by the Company each year in or about the month of November such price rises to come into force on the following January. Upon the Company giving such notice the customer shall be required to pay the same but the customer shall have the right to serve 13 weeks notice of termination of this contract from the date of the implementation of the rise.

The Company is, however, entitled to make additional charges without giving notice in the following circumstances:-

- (a) Variations from the quotation.
- (b) Errors on the part of the customer.
- (c) Where paper prices rise from the date of the issue of the quotation or the date of the last price rise, whichever is the later.
- (d) Improper instructions/late delivery of origination material.
- (e) Circumstances where it is reasonable at law and/or is the practice of the trade so to charge.

2. PAYMENT Unless otherwise provided for, payment is due within 30 days from date of invoice. Should the customer fail to pay within the time limited then the Company shall be entitled to charge interest at the rate of 2 per cent for each month or part of month that the monies are outstanding, such interest to be added each month to the account for the purpose of calculating the monies due on the next month's account.

3. TAX All quotations are issued exclusive of tax and the Company shall add to all invoices such V.A.T. or other tax impositions that are properly chargeable.

4. PRELIMINARY WORK All work carried out, whether experimentally or otherwise, at the customer's request shall be charged unless the contrary is agreed in writing.

5. ORIGINATION MATERIAL

- (a) Whilst the Company will endeavour to take all reasonable care of the customer's origination material, the Company shall not be liable for any loss or damage caused by the destruction thereof and the customer should insure their goods whilst in the hands of the Company.
- (b) Customer's property (eg. artwork, films, photographs, the property of third parties supplied to the Company) is held and worked on by the Company at the customer's risk.
- (c) Film and photostat materials produced by the Company remain the property of the Company, unless there is a written agreement between the parties to the contrary and then in that instance the title in these materials will only pass to the customer when payment of all monies due to the Company are made in full.
- (d) Lithographic plates made by the Company are the property of the Company and may be destroyed after completion of printing.
- (e) The Company has the right to dispose of/destroy materials delivered by the customer at the earlier of two months after completion of printing or the giving of 14 days written notice of intention thereof.

6. OWNERSHIP The ownership of the product manufactured for the customer by the Company passes to the customer when payment in full is received. Should the customer be in default of the payment terms, then in that instance the Company has the right to refuse delivery until the account is cleared and to require payment forthwith for the goods due for delivery, notwithstanding that 30 days or such other term agreed between the parties as to payment has not expired. The non-delivery of goods by reason of non-payment by the customer does not preclude the Company suing therefor.

7. 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, the same to be charged or deducted.

8. VARIATIONS FROM QUOTATION

- (a) The Company quotes for type-setting copy as received and may charge as extra any additional work "for which they are made responsible" and any extra charge that may arise from illegible or unclear copy not seen prior to quotations.
- (b) The quotation price shall include one free proof. Should the customer require further proofs and the same shall not be specifically recorded in the quotation then the customer is to give notification of such further proofs required in writing and should pay a reasonable price therefor.
- (c) Where style or layout is left to the Company's judgment, changes therefrom made by the customer shall be charged extra.
- (d) All extra work asked for by the customer, such as additional proofs, alterations to proofs, specimen pages and press delays, awaiting approval and any experimental work carried out at the customer's request (on sketches, type-setting, artwork, films, and lithographic plates, press work or binding etc.) may be charged by the Company at its current rate for such work.
- (e) Author's corrections will be charged at the current type-setting rates.
- (f) Overmatter produced, but not used, will be charged at the current type-setting rates, in the month when incurred.

9. SCHEDULES AND DELAYS

- (a) Where the Company delivers a written production schedule the customer is required to adhere thereto and where the customer fails to comply with the time limits set out in the schedule, the Company has the right to make a charge for any lost production time/overtime worked and/or any other losses suffered by the Company.
- (b) If a promise of delivery by an agreed date is broken, the customer is entitled to a full explanation of the reasons.
- (c) Time shall not be of the essence on delivery, unless specifically agreed in writing by both parties and signed by both parties and the customer will be entitled to compensation, providing the following has been satisfied:-

- (i) The penalty for any delay in completion has been agreed in writing and
- (ii) the customer has not himself defaulted on any dates in the agreed schedule for the work or any other terms of contract of whatsoever nature and
- (iii) the delay has not been caused by *force majeure* (as generally recognised in the printing industry).

10. PAPER SUPPLIED BY THE CUSTOMER The printer and publisher should agree a minimum tonnage of the publisher's paper to be stored on the printer's premises and the printer will be responsible for storing this under suitable conditions. Remaining terms and conditions in accordance with BPIF Conditions 1987 Clause 8.

11. MATERIALS SUPPLIED/STANDARDS FOR COLOUR ORIGATION/CUSTOMER DELIVERING DOCUMENTATION Estimates usually provide that materials, when supplied by the customer, including artwork, reproduction copy, tapes, film, plates and paper shall be suitable for their purpose. The printer may charge for any additional work incurred when materials are found during production to be inconsistent with the standard on which the estimate was based. Remaining terms and conditions in accordance with BPIF Conditions 1987 Clause 7.

12. LIABILITY FOR ERROR

- (a) Composition from manuscript
The printer has no editorial responsibility other than to follow the publisher's instructions on style of setting, to set accurately from the manuscript and to correct his own errors without charge when these are marked on the proof. After proofs have been passed by the publisher, the printer is in no case liable for any error in composition, except errors introduced after the return of such passed proofs.
- (b) Claims
In the event of a claim from the customer for defective work the printer's liability is limited to the production value of the work and materials used solely on the defective area and not for any consequential loss that the customer might incur. 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. Remaining terms and conditions in accordance with BPIF Conditions 1987 Clause 6 (b) and (c).

13. INSURANCE/LIABILITY FOR GOODS Whilst the Company shall take every care of the completed printed material, the Company (notwithstanding that its title may still be vested in it) shall not be liable for any damage caused to the goods after completion of printing. Save where the same conflicts with this clause, Clause 4 of BPIF Conditions 1987 shall apply.

14. NOTICE PERIOD This Contract for the printing of periodical publications 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 must be given within 7 days after completion of work on any one issue. The Company is entitled to terminate any contract forthwith should the customer be in breach of the contract, whether it be in the delivering of origination material, failure to pay monies as and when due or otherwise. Upon termination as aforesaid,

- (i) all credit terms shall be revoked and payment shall be made forthwith in respect of all works done
- (ii) in the event that the Contract is determined by reason of the fault of the customer or improper notice is given the Company shall be entitled to seek damages for loss from the customer.

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 commits an act of bankruptcy or has a bankruptcy petition issued against him, the printer 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 day's 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) 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 any 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.

17. 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.

18. LAW/CUSTOMS OF THE TRADE These conditions and all other expressed terms of the contract shall be governed and construed in accordance with the laws of England. Where reference is made to Customs of Trade this shall mean *Customs of the trade for the production of periodicals* produced by the British Printing Industries Federation and the draft approved on 16th January 1986. A copy of the material terms are available on request.