



## **STANDARD TERMS AND CONDITIONS OF BUSINESS**

All contracts entered into by Prosign Print & Production Ltd, the “Company”, are subject to the following Conditions

### **1. ORDERS AND QUOTATIONS**

No contract shall exist between the Company and the Customer until the Customer places an order which must be made in writing and until the order is accepted by an authorised representative of the Company. A quotation by the Company shall (unless expressly stated otherwise) be open for acceptance by the Customer for a maximum period of 30 days following the date thereof.

### **2. GENERAL**

Neither the Company’s servants nor agents shall unless expressly authorised in writing by the Company to the contrary be authorised to do any of the following things on behalf of the Company:

- Remove or vary any of these terms or introduce any other terms written or oral into the contract.
- Make any representation or agree to any condition precedent or enter into any collateral contract.
- Accept any offer or counter offer made by the Customer.
- Provide Customers with any indication of price other than one comprising an estimate howsoever and regardless of how
- such indication may have been described or notified to the Customer.

### **3. PRICE VARIATION**

The price for the Goods and Services shall be the Company’s quoted price or, if no price has been quoted, the Company’s normal price, provided that the Company shall be entitled to additional payments in respect of:

1. Any corrections or alterations requested by the Customer after the first proof.
2. Any variations in the Goods and Services requested by the Customer.
3. Increase in the Company’s current production costs.
4. All deliveries at the Customer’s request and any changes in delivery addresses.
5. The storage costs of goods not accepted or collected by the Customer.

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VAT Registration Number: 911167843

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#### **4. TAX**

The Company reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.

#### **5. PRELIMINARY WORK**

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

#### **6. COPY**

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

#### **7. PROOFS**

Proofs of all work will be submitted for Customer's approval, via an emailed PDF file or our web portal proofing site, if requested at the customers cost, a digitally printed hard copy proof will be produced. The Company 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.

#### **8. COLOUR**

If no colour specific machine proofs are requested, then the company will run all production jobs to the company's standard settings. A digital proof cannot be used as a colour correct proof, nor can a proof that is not printed on the same machine as the production run be used as a colour correct proof, If the process or print devices changes for any reason then a new hard copy proof will be required to match that process. The company cannot be held financially responsible for any colour issues, arising from colour disputes, if no machine proofs were requested by the customer.

#### **9. DELIVERY AND TITLE**

Delivery of work shall be accepted when tendered or if earlier on notification that the work has been completed and risk in the work shall pass to the Customer upon delivery.

Without prejudice, all work supplied to the Customer shall remain the property of the Company until the price for the work as well as all other sums due from the Customer for other work shall have been paid in full to the Company. Until the work becomes the property of the Customer, the Customer shall store the work safely and permit the Company a licence to enter any premises in which the work is stored.

Should work be suspended at the request of or delayed through any default of the Customer for a period or periods amounting in aggregate to more than 30 days the Company shall then be entitled to payment for work already carried out including materials specially ordered and other additional costs as well as any storage costs.

Delivery dates given by the Company are best estimates only and cannot be guaranteed.

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## **10. PAYMENT**

Payment shall become due on either:

- Delivery of the goods.
- Notification to the Customer that the goods are available for collection.
- One week after any delay or suspension following a default by the Customer.

Payment shall be made in full by the Customer within 30 days of the Company's invoice, unless previously agreed in writing.

## **11. VARIATIONS IN QUANTITY**

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

## **12. CLAIMS**

Advice of damage, delay or partial loss of goods in transit must be given in writing to the Company and the carrier within 24 hours of delivery (or in the case of mailed goods within 14 days of despatch of the goods) and any claim in respect thereof must be made in writing to the Company and the carrier within 7 clear days of delivery (or in the case of mailed goods within 21 days of despatch). Any other claims must be made in writing to the Company within 14 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:

- It was not possible to comply with the requirements and
- Advice (where required) was given and the claim made as soon as reasonably possible.

## **13. LIABILITY**

1. The Company shall not be liable for any loss to the Customer arising from delay in delivery or transit and time for delivery shall not be of the essence of the Contract.
2. The Company's liability is further limited in that it shall not be liable for any indirect or consequential loss or for third party claims including without limitation personal injury, loss of profits, other financial loss, or depletion of goodwill however occasioned (whether or not due to the Company's negligence).
3. Where work is defective for any reason including the Company's negligence the Company's liability if any shall be limited to rectifying such defect.
4. Nothing in this clause shall be construed as attempting to exclude liability for death or personal injury caused by the Company's negligence or for fraudulent misrepresentation.

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5. Subject to clause 4 above the aggregate liability of the Company to the Customer in connection with these terms and conditions shall in no event exceed the price of the goods.

#### **14. STANDING MATERIAL**

All materials owned by the Company and used by it in the production of printing plates shall remain its exclusive property. Such items when supplied by the Customer shall remain the Customer's property subject to the Company's lien (if any).

#### **15. CUSTOMERS PROPERTY**

Except in the case of a Customer who is not contracting in the course of business nor holding himself out as doing so, all 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.

The Company shall be entitled to make a reasonable charge for the storage costs 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.

The Customer shall insure for the benefit of the Company the whole of the work supplied until such time as title to the work passes to the Customer.

#### **16. MATERIALS SUPPLIED BY THE CUSTOMER**

The Company 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 Company in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer.

Where materials are so supplied or specified the Company will take reasonable 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.

Quantities of materials supplied must be adequate to cover normal spoilage.

#### **17. INSOLVENCY**

If the Customer is a company and has a petition presented for its winding up or passes a resolution for voluntary winding up (other than for the purpose of a bona fide amalgamation or reconstruction of a solvent company) or enters into any voluntary arrangement with its creditors or becomes subject to an administration order or has a receiver or administrative receiver appointed over its business or any of its assets; or

If the Customer is an individual or a firm then if such individual or any partner in that firm becomes bankrupt insolvent or bankrupt or enters into any voluntary arrangement with his creditors or has

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any application made for the sequestration of his estate then in any such case the Comp any may (without incurring any liability and/or without prejudice to any other rights of the printer) do any of the following:

- Treat the contract as ended.
- Suspend any further deliveries under the contract.
- Suspend provision of services under the contract.
- Demand immediate payment for work already completed or supplied and for the full price for any work commenced but uncompleted (irrespective of any agreement to the contrary).

If the customer is a company, and the company fails to settle its debt within due time for payment, the directors of the company accept joint and several liabilities for the debt and this liability will also include interest and costs for recovery of the debt. A director of the company will remain personally liable notwithstanding that he/she may subsequently cease to be a director of the company unless expressly released in writing by us.

## **18. ILLEGAL MATTER**

The Company shall not be required to print any matter, which in its opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.

The Company 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 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.

## **19. 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 Company may terminate any such contract forthwith should:

- The Customer cease to pay its debts within the ordinary course of business.
- The Customer is unable to pay its debts.
- The Customer is in breach of any of its obligations arising under the contract.

## **20. OVERDUE ACCOUNTS**

The Company may charge interest on any outstanding debt from the day after the due date shown on any invoice at a rate of 10% above the base rate from time to time of the Bank of England on all sums overdue subject to no written notification being received by the Company from the Customer within 14 days after the date of issue of the invoice concerned that such invoice is materially incorrect. The Company shall also be entitled to recover all costs and expenses incurred in the recovery of such overdue accounts and which shall be due and payable upon demand.

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## **21. FORCE MAJEURE**

The Company shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its 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 Company elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

## **22. LAW**

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

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