

Conditions of Sale

1. price variation

Estimates are based on our current costs of production and the cost of products bought in 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

While it is normal practice to refer to value added tax on the estimate and invoice, we reserve 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 we 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 our judgement, changes therefrom made by the customer shall be charged extra.

6. delivery and payment

(a) Delivery of goods ordered shall be accepted when tendered and thereupon or, if earlier, on notification, that the order has been completed the risk in the goods shall pass and payment shall become due.

(b) Unless otherwise specified the price quoted is for delivery of the goods 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, extra may be charged to cover any overtime, airfreight, special delivery, 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, we shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

(e) Our normal terms of trading are strictly net 30 days for labels and consumables and payment in full for machines with order, unless agreed otherwise subject to status.

(f) The time within which the buyer is to pay for the goods shall be of the essence for this contract and in the event that the buyer shall fail to make payment by the due date, all sums due to the seller from the buyer under this or any other contract for supply of goods shall forthwith become due and payable to the seller.

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 overruns or shortage, the same to be charged or deducted.

8. time limit fixed for notification of defects in products

The buyer shall inspect the goods immediately upon delivery thereof to him and shall within 48 hours of such inspection give notice in writing to the seller of any matter, thing or defect by reason of which he alleges the goods are not in accordance with the contract.

9. liability

(a) We shall not be liable for any loss to the customer arising from delay in transit not caused by us.

(b) We shall not be liable for indirect loss or third party claims occasioned through the supply of defective goods, by delay in completion of orders, nor by delay in transit.

(c) Where goods supplied are defective for any reason, including negligence, our liability (if any), shall be limited to the rectification of the defect and shall in no case extend beyond the replacement of the faulty goods; information given and recommendations made for the use of our products do not constitute a warranty. All sales are made on the understanding that the customer will independently determine the suitability of materials and/or machines for their purposes. No employee or agent is authorised to give any guarantee or warranty, or make any representation contrary to the foregoing.

(d) Machinery – performance data supplied by us and confirmation of suitability of the machines for the purposes for which they are sold bind us provided the machines are used under normal working conditions. In the event of machines being used without or against our advice, no claim for unsuitability will be laid or entertained. Experimental parts fitted at the customer's request will be at his risk and at his expense.

10. standing material

(a) Metal, film, glass and other materials owned by us and used by us in the production of type, plates, moulds, stereotypes, electrotypes, phototypesetting, negatives, positives and the like shall remain our exclusive property, even where a separate charge is made for part cost of originals. 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. Letterpress blocks will be kept for three years only. If customer wishes to make arrangements, this should be stated in writing at the time of order, and a rental charge arranged for standing type or stored blocks.

(c) Originals, dies, blocks, etc. for label printing will be kept for three years after printing the latest order, and will then be destroyed. Reprints after a time lapse of more than three years will be charged as an original order.

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 supplied to us by or on behalf of the customer shall while it is in our possession 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) We shall be entitled to make a reasonable charge for the storage of any customer's property left with us before receipt of the order or after notification to the customer of completion of the work.

12. materials supplied by the customer

(a) We may reject any paper, plates or other materials supplied or specified by the customer which appear to us 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 us in ascertaining the unsuitability of the materials, then the amount shall not be charged to the customer.

(b) Where materials are so supplied or specified, we shall 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 material 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, we without prejudice to other remedies shall

(i) have the right 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 us, and

(ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in our 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 we think fit and to apply the proceeds towards such debts.

14. property

(a) The property in the goods shall remain with us until payment in full has been made to us by the customer.

(b) Where full payment has not been made to us and the customer uses the goods in his manufacturing process or incorporates the goods with other products, the property in the goods shall be retained by us so far as they are identifiable.

(c) Until such payment is made the customer shall hold all goods and materials the property in which is vested in us on a fiduciary basis only and the customer shall store the goods and material so as to be clearly identifiable as our property.

(d) Until the property and the goods are so passed to the buyer, the buyer shall return the goods to the seller on demand and the seller shall without prejudice to any of the rights of either party be entitled to go upon the property of a customer and repossess and remove his goods.

(e) In the case of machinery or goods loaned or rented by us, it is the customer's responsibility to indemnify us against all losses of such goods while in their possession.

15. illegal matter

(a) We shall not be required to print any matter which in our 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) We 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 lawyer's advice in settlement of any claim.

16. 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 we may terminate any such contract forthwith should any sum due thereunder remain unpaid.

17. machine readable codes

(a) In the case of machine readable codes or symbols we 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 that the code or symbol will read correctly on the equipment likely to be used by those from whom the code or symbol is intended.

(c) The customer shall indemnify us against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from our failure to comply with paragraph (a) above which is not attributable to error falling within the tolerances generally accepted in the trade in relation to printing of this sort.

18. force majeure

We shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond our control including (without limited the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lockout, 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 us elect to terminate the contract and pay for work done, and material used, but subject thereto shall otherwise accept delivery when available.

19. law

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