

Conditions of Contract

New Century Services Limited, trading as Printcentre

1. **PRICE VARIATION.** Quotations are based on our 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.** We reserve the right to charge the amount of any value added tax payable, whether or not included on the quotation or invoice.

3. **PRELIMINARY WORK.** All work carried out at Customer's request, whether experimental or otherwise, shall be chargeable.

4. **COPY.** A charge may be made to cover any additional work involved where copy supplied is not clear and legible or if provided in electronic form requires conversion to a suitable medium or format for use with production systems.

5. **PROOFS.** Proofs of work may be submitted for Customer's approval and Printcentre shall incur no liability for any errors not corrected by the Customer in proofs thus submitted. Customer's alterations and additional proofs necessitated thereby are Author's Amendments and shall be charged extra. When style, type or layout is left to Printcentre's judgement, or when such are not clearly stated, changes therefrom made by the Customer are deemed Author's Amendments and shall be chargeable to the Customer.

6. **SPECIAL REQUIREMENTS.** Unless otherwise agreed, prices and delivery dates are based on the use of typefaces and materials which are readily available to Printcentre. When agreed in writing, any specially required materials may be purchased by us, but may incur extra cost or time in execution, such to be advised to the Customer as far as is possible. No liability can be accepted by Printcentre for any cost or delay additionally arising from the fulfilment of such special requirements.

7. **DELIVERY AND PAYMENT.** (a) Delivery of work or goods shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed, 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 quotation. A charge may be made to cover any additional costs incurred in effecting delivery to any other address or addresses specified by the Customer.

(c) Should expedited delivery be agreed an extra amount may be charged to cover any overtime or any other additional costs incurred.

(d) Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days, Printcentre shall then be entitled to payment for work already carried out, materials especially ordered and any other additional costs including storage.

8. **RISK IN AND TITLE TO GOODS.** (a) All risk in the goods shall pass to the Customer as soon as the goods are passed to the Customer or to the Customer's order, or to a carrier for the purpose of such delivery.

(b) The goods shall remain the sole and absolute property of Printcentre until such time as the Customer shall have paid Printcentre the agreed price together with the full price of any other goods the subject of any other contract with Printcentre.

(c) The Customer acknowledges that the Customer is in possession of the goods solely as bailee for Printcentre until such time as the full price thereof is paid to Printcentre together with the full price of any other goods the subject of any other contract with Printcentre.

(d) Until such time as the Customer becomes the owner of the goods the Customer shall store them on his premises separately from the Customer's own goods and those of any other person in a manner which makes them readily identifiable as the goods of Printcentre.

(e) Without prejudice to any other rights Printcentre may have, Printcentre may at any time before the property in the goods has passed to the Customer recover or resell the goods or any of them and Printcentre's servants or agents may enter with or without vehicles upon the premises of the Customer for the purposes of such recovery or resale.

9. **VARIATIONS IN QUANTITY.** Every endeavour will be made to deliver the correct quantity ordered, subject to the following provisions:

(a) Quotations for single-part work are conditional upon margins of 5% for work in one ink 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.

(b) Multipart set quotations are conditional upon margins (measured in numbers of sets) of 10% being allowed for overs or shortages (8% for quantities exceeding 50,000), the same to be charged or deducted.

10. **CLAIMS.** Advice of damage, delay or partial loss of any goods in transit or non-delivery must be given in writing to Printcentre and to 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 Printcentre and to the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to Printcentre within 28 days of delivery. Printcentre 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.

11. **LIABILITY.** (a) Where work is defective for any reason, including negligence, Printcentre's liability (if any) shall be limited to rectifying such defect.

(b) Printcentre shall not be liable for indirect loss or third-party claims for any reason.

(c) Printcentre shall not be liable for any loss to the Customer arising from delay in transit not caused by Printcentre.

12. **STANDING MATERIAL.** Metal, film, glass, data storage media, computer software and any other materials owned or licensed by Printcentre and used by it in the production of artwork, type, plates, moulds, stereotypes, electrotypes, photo-typesetting, negatives, positives and the like shall remain the exclusive property of Printcentre or the Licensor. Such items when supplied by the Customer shall remain the Customer's property.

(b) At the sole discretion of Printcentre type may be distributed and computer data files 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.

13. **CUSTOMER'S PROPERTY.** (a) Customer's property and all property supplied to Printcentre by or on behalf of the Customer shall while it is in the possession of Printcentre 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) Printcentre shall be entitled to make a reasonable charge for the storage of any Customer's property left with Printcentre before receipt of the order or after notification to the Customer of completion of the work.

14. **MATERIALS SUPPLIED BY THE CUSTOMER.** (a) Printcentre may reject any paper, plates or other materials supplied or specified by the Customer which appear in Printcentre's judgment 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 or negligence by Printcentre 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 Printcentre will take every care to secure the best results, but responsibility will not be accepted for imperfect work or shortages caused by defects in or unsuitability of materials so supplied or specified.

(c) Quantities of materials thus supplied shall be adequate to cover normal spoilage.

15. **INSOLVENCY.** If the Customer ceases to pay debts in the ordinary course of business or cannot pay 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 or her, Printcentre 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 Printcentre, and

(b) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in Printcentre's possession (whether worked upon or not) and shall be entitled upon the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as it considers appropriate and to apply the proceeds towards such debts.

16. **ILLEGAL MATTER.** (a) Printcentre shall not be required to print any matter which in its opinion is or may be of an illegal, immoral or libellous nature or an infringement of the proprietary or other rights of any third party.

(b) Printcentre 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 in accordance with the instructions of the Customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

17. **FORCE MAJEURE.** Printcentre 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, civil disturbance, 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 any materials required for the performance of any contract. During the continuance of such a contingency the Customer may by written notice to Printcentre elect to terminate the contract and pay for work done and materials used but subject thereto shall otherwise accept delivery when available.

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