

# Standard Terms and Conditions of Business

All contracts entered into by Buxton Press Limited, the "Company", are subject to the following Conditions:

## 1. Orders and Quotations

A contract shall exist between the Company and the Customer when the customer accepts the Contract. Acceptance of the Contract is signified by the Customer signing and returning the Contract to the Company. In any event, acceptance will be deemed to have occurred upon receipt of Customers digital files in PDF format processed to the Company's specification. 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, unless otherwise stated in the quotation in writing.

## 2. General

Neither the Company's servants nor agents shall unless expressly authorised 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 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 standard price, provided that the Company shall be entitled to additional payments in respect of:

- Any corrections or alterations requested by the Customer after the first proof.
- Any variations in the Goods and Services requested by the Customer.
- Increase in the Company's current production costs.
- Additional deliveries at the Customer's request and changes in delivery addresses set out in the quote.
- The storage of goods not accepted or collected by the Customer.

## 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 supplied is not clear and legible.

## 7. Proofs

Proofs of all work may be submitted for Customer's approval and 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. When style type or layout is left to the Company's judgement changes there from made by the customer shall be charged extra.

## 8. 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 and until the work becomes the property of 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 materials specially ordered and other additional costs including storage. Production and delivery dates given by the Company are best estimates only and cannot be guaranteed.

## 9. 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.
- In accordance with agreed credit terms, which are granted at the Company's sole discretion. Credit terms

are within 30 days of the date of the Company's invoice, unless previously agreed in writing. Where Customers discontinue purchasing from the Company, in whole or in part, the whole of the outstanding balance shall immediately become due.

## 10. Variations in Quantity

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

## 11. 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 despatch 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 of despatch). All 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.

## 12. 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.

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.

## 13. Standing Material

Materials owned by the Company and used by him in any part of the production process shall remain his exclusive property. Such items when supplied by the Customer shall remain the Customer's property subject to the Company's lien (if any).

## 14. Customers Property

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

## 15. 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 shall be adequate to cover normal spoilage or a supplementary charge will be made. Excess quantities of materials may be returned to the customer or disposed of or at the decision of the Company stored for future use in any case the Company reserves the right to make a reasonable charge for this.

## 16. 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 of its business or any of its assets appointed; or if the Customer is an individual or a firm then if such individual or any partner in that firm becomes bankrupt insolvent or not our bankrupt or enters into any voluntary arrangement with his creditors or has any application made for the sequestration of his estate then in any such case the Company 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).

## 17. Illegal Matter

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.

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.

## 18. 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 8% 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 printer from the customer within 14 days after the date of issue of the invoice concerned such invoice is materially incorrect and 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.

## 19. 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 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.

## 20. Law

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