

STANDARD CONDITIONS OF TRADE

1. PRICES - Unless estimated, all goods are sold at our settling price ruling at the time of despatch. Estimates 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. Goods sent on approval will be charged at our selling prices ruling at the time of despatch; credit (less carriage charges) will be allowed for such goods, provided that they are returned in "as new" condition within 14 days.
2. VALUE ADDED TAX - Prices are subject to Value Added Tax at the rate prevailing on the date of despatch. We shall be entitled to charge the amount of any value added tax payable whether or not included in the estimate or invoice.
3. ACCEPTANCE OF ORDER - Any estimate submitted by us is any invitation to treat only and no contract subsists until we accept your order. Our estimate is based on these conditions and subject to any special conditions set out or referred to herein. Any order which you give us in relation to such estimate will only be accepted by us on the basis of such conditions. Any written or oral acceptance of your order by us shall be deemed to be on the basis of such conditions and not otherwise.
4. CARRIAGE - We reserve the right to charge carriage on any orders under £100 and on all orders for delivery outside our scheduled delivery area.
5. DELIVERY - (a) Delivery of work shall be accepted when tendered. (b) We shall have the right to deliver and invoice any part of the goods ordered when such part shall be available. (c) Time for delivery is not guaranteed and shall in no circumstances form part of any contract between the Printer and the Customer. The Customer shall have no right of action for damages nor to cancel the order in the event of failure to meet any delivery date whether expressly stated or otherwise for whatever reason the same shall have occurred.
6. CLAIMS - (a) This risk in goods shall remain with us until delivery when the risk shall pass to the customer. (b) Claims in respect of any shortage, defect or damage must be made in writing within 7 days of delivery in each case the items in respect of which defect or damage is claimed retained for inspection by us for a period of 28 days after notice in writing to us of any claim (c) Any claim relating to total loss of goods must be made in writing within 14 days of such loss becoming known to the purchaser. (d) We shall not be under any liability whatsoever in relation to any claims unless the conditions above are complied with. In relation to all claims for which we are liable, our liability shall be limited to replacement of the lost, damaged or defective item as the case may be and we shall not under any circumstances be liable for any type of indirect loss or third party claim.
7. TITLE - The title in all goods shall remain vested in us until the full purchase price thereof has been paid. If goods are wholly or partly resold before such price is paid we shall be entitled to the proceeds thereof, or the claim to such proceeds.
8. PAYMENT - Payment of accounts shall be due on delivery.
9. OVERDUE ACCOUNTS - If any amount due to us shall remain unsettled for 60 days or more or if the customer ceases to pay his 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, without prejudice to other remedies we shall (a) At any time be entitled to charge interest at 3% above the Clearing Banks base rate for the time being from the date on which settlement was due until payment, both before and after judgement, and (b) 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 and immediate debt due to us, and (c) 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 manner and at such price as we think fit and to apply the proceeds towards such debts, and (d) Require the customer to assign to us the right to payment of any monies due to the customer from any company which is a subsidiary of or associated with Lonsdale Print Solutions Ltd, either as security for or towards discharge of debts due to us hereunder. A notice in writing signed by us addressed to the customer, referring to this clause and to the right being assigned shall constitute an assignment.
10. CUSTOMER'S PROPERTY - (a) Customer's property and all 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.
11. FORCE MAJEURE - We shall be under no liability if we give notice in writing to the customer that we are unable to carry out any provision of the contract for any reason beyond our control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, failure of power, 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. Upon receipt of such notice the customer may by written notice to us given at any time prior to our withdrawing our notice elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
12. LAW - These conditions and all other express terms of the contract shall be governed and construed in accordance with the law of England.
13. APPLICATION OF CONDITIONS - These conditions shall apply to all contracts for the sale of goods or services. Under the Trade Descriptions Act 1968 descriptions of goods not manufactured to customer's specifications are correct at the time of going to press (errors and omissions excepted) but subject to alteration without notice details of which are available on request. Where goods are to be manufactured to customer's specification, additional Conditions of Trade will apply and will be notified with our estimate or acknowledgement of order. Except as varied by additional or special conditions these conditions shall apply notwithstanding any previous conditions and in the event that our conditions conflict with any terms or conditions issued by the customer our conditions, which shall not be varied except in writing signed by a director of the company, shall prevail.

II. ADDITIONAL CONDITIONS

(applicable to sales of goods manufactured and services carried out to the customer's specification)

14. PRELIMINARY WORK - All work carried out, whether experimentally or otherwise, at customer's request shall be charged.
15. COPY - A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
16. SPECIFICATION - All weights measurements and specifications quoted by us and nominal and subject to manufacturing tolerances. Exact conformity with submitted samples cannot be guaranteed. Pigmented materials are subject to colour variation.
17. PROOFS - Proofs of work may be submitted for customer's approval and we shall incur no liability for an 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.
18. DELIVERY AND PAYMENT - (a) Unless otherwise specified the price estimated is for delivery of the work 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. (b) should expedited delivery be agreed an extra charge may be made to cover any overtime or any other additional costs involved. (c) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days we shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
19. QUALITY - Goods are warranted to accord with the specification agreed with the customer in writing of if there is no such specification to be within normal limits of industrial quality. All other warranties or conditions as to quality or description (statutory or otherwise) are excluded to the extent permissible. We accept no liability where the goods have been cut, printed or processed by the customer. Liability in any case will be limited to the invoice value of the goods in question. On discovery of any defect in the goods the customer shall give immediate written notice to us to enable the complaint to be investigated before the remainder of the goods are used or returned, and no liability shall be attached to us hereunder unless and until this procedure has been carried out. We reserve the right to dispose of rejected good for secondary applications.
20. VARIATIONS OF QUANTITY - Every endeavour will be made to deliver the correct quantity ordered but quotations are conditional upon the following margins being allowed for overs or shortages (measured in fold depths). the same to be charged or deducted:

	Margin
For quantities below 10,000 or, where special features are required	10%
Single-part or one -process 10,000 to 50,000	5%
Over 50,000	4%
Multi-part, multi-unit, or multi process work 10,000 to 50,000	10%
Over 50,000	8%
21. STANDING MATERIAL - (a) Metal, film, glass and other materials owned by us and used in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain our exclusive property. 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.
22. 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 that amount shall not be charged to the customer. (b) Where materials are so supplied or specified, we will 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 materials supplied shall be adequate to cover normal spoilage.
23. 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 of 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.
24. 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 whenever 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.
25. STOCKHOLDING - The maximum stockholding period is 12 months, unless stated otherwise on the quotation. Any goods not called off within this time will be invoiced but may remain in stock subject to further negotiation.

III. ADDITIONAL CONDITIONS

26. This signed reprint acts as confirmation from the client to produce products for consignment stockholding in accordance with the details stated. The client accepts that they will take delivery of, and be invoiced for, the stock items within 12 months unless otherwise stated on the quotation, contract or reprint note. We reserve the right to invoice in full for any stock that exceeds this agreed stock holding period. The client warrants to underwrite the balance of stocking up to a maximum quantity equal to the reprint quantity plus the minimum stock level quantity in the event of any change to specification.
27. VAT - Whilst we will endeavour to ensure that our joint agreements on any VAT decisions are correct we cannot be held liable if at a later date these agreements are proved to be wrong. We reserve the right to charge any VAT retrospectively if required by HMRC to do so.