

Stylaprint Standard Conditions of Contract

1. Price variation

Estimates are based on the printer's 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

Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, the printer reserves 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 the printer 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 or layout is left to the printer's judgement, changes therefore made by the customer shall be charged extra. If no proof is supplied the printer shall incur no liability for any errors.

6. Delivery and payment

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

(b) Unless otherwise specified the price quoted 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

(c) Should expedited delivery be agreed an extra may be charged to cover any overtime 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 the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage

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 overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.

8. Claims

Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within three clear days of delivery (or, in the case of non-delivery, within 7 days of despatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 7 days of despatch) All other claims must be made in writing to the printer within 7 days of delivery. The printer 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.

9. Liability

The printer shall not be liable for any loss to the customer arising from delay in transit not caused by the printer.

10. Standing material

(a) Metal, film, glass and other materials owned by the printer and used by him in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property

(b) Type may be distributed and lithographic, photographic 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.

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

12. 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, the printer without prejudice to other remedies shall

(i) 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 him, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his 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 he thinks fit and to apply the proceeds towards such debts.

13. Materials supplied by the customer

(a) The printer may reject 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 printer 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, the printer will take every care to secure the best results, but responsibility will not be accepted for imperfect work caused by defects or unsuitability of materials so supplied or specified.

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

14. Passing of Property

(a) Goods sold will remain the property of the printer until all sums due to the printer from the customer are paid to the printer and in the event of any default in payment by the customer the printer shall be entitled to retain possession of the goods.

(b) The customer shall be entitled before the property or the goods is passed (but subject to any lien or right of retention on the part of the printer) (i) to re-sell the goods or any part thereof but shall pay to the printer the net proceeds of sale or such part as is necessary to pay all sums due to the printer and until such payment shall hold the proceeds of sale on trust for the printer (ii) to use the goods in the ordinary course of business

(c) Until all sums due from the customer to the printer have been paid or until re-sale the customer will keep the goods in such a way as they are capable of separate identification

15. Illegal matter

(a) The printer 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 property or other rights of any third party.

(b) The printer 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 of any other property 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

16. Force majeure

The printer shall be under no liability if he should 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 printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

17. Machine Readable Codes

(a) In the case of machine readable codes or symbols the printer 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 for whom the code or symbol is intended.

(c) The customer shall indemnify the printer 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 any failure of the printer 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. Law

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