

CONDITIONS OF SALE AND TRADING

The following Conditions shall govern this transaction except as otherwise specifically stated in writing by the Company.

Damage to customers' materials

Whilst every care and consideration are given for the safety of goods entrusted to this Company, no responsibility can be accepted on the part of the Company for any damage or loss occasioned to such goods or as a result of their damage or loss whether by reason of negligence, fire, flood, Act of God or any other cause whatsoever.

1. QUOTATIONS:

- (1) Quotations are subject to written confirmation on receipt of order. Any such written confirmation shall be deemed to incorporate these Conditions which shall supersede all conditions specified by the Customer to the extent that they conflict or are inconsistent with these Conditions.
- (2) Quotations given involving the use of Customer's materials and/or Tools are given subject to sight and approval by the Company of the materials and/or tools so supplied. Any materials that are not supplied by Customer used on work produced by the Company remain the property of the Company.
- (3) Work carried out at Customer's request but not quoted or estimated will be invoiced at a price in accordance with Company's costing procedure.

2. TERMS:

- (1) Full payment to be received with order. No order will be processed unless accompanied by full remittance.
- (2) Any order once placed cannot be cancelled except by mutual agreement and then only on terms which would fully indemnify the Company.
- (3) All copy must be supplied clearly typed, or written. We cannot be held responsible for any errors arising out of ambiguities.

3. DELIVERY:

- (1) Goods shall be delivered as soon as ready.
- (2) Work started on Customer's instructions when finished becomes invoiceable and if the finished goods await delivery instructions the Company may charge storage at its discretion.
- (3) Each delivery shall constitute a separate contract and any failure or defect in any one delivery shall vitiate the contract as to the remaining deliveries except as provided in 2 (2) supra.
- (4) While every effort will be made by the Company to effect delivery in accordance with any pre-arranged dates, time shall not be of the essence as to delivery and no guarantee as to dates of delivery by the Company is to be incorporated or implied and the Company will not be liable for any loss or damage occasioned by delay in delivery howsoever caused.

4. VARIATIONS IN QUANTITY:

Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditioned upon margins of 5 percent, for work in one colour only and 10 per cent, for other work being allowed for overs and shortage, the same to be charged or deducted at pro rata rates.

5. VISUALS OR DUMMIES, ETC.:

All dummies or other work produced at Customer's request will be considered an order and charged for.

6. ARTWORK:

- (1) Supplied by outside sources will be accepted as camera ready artwork, and will not be altered except on Customer's written instructions and in that event no responsibility will be accepted for any errors in them not corrected by the Customer.
- (2) All artwork and origination produced by the company will remain the property of the Company.

7. ARTWORK PROOFS:

Alterations from original copy on and after first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for Customer's approval, and no responsibility will be accepted for any errors in proofs which may be passed by the Customer.

8. THE COMPANY:

- (1) The Company shall be entitled to use without payment or permission copies of all print and other work produced by it for the Customer or incidental to such production for the purposes of its own advertising sales, sampling and promotion.
- (2) All work produced by the Company will carry its imprint unless previously agreed by the Company.

9. CLAIMS:

Complaints or claims will not be entertained if lodged by the Customer seven days after receipt of goods by him, or if related to the transport of the goods unless within such time limit as will enable the Company to comply with the time and procedure of the railway companies or other carriers by whom the goods were transported. The return of goods will not be accepted unless the Company or its representatives shall first have had the opportunity of examining same.

10. LIMITATION OF COMPANY'S LIABILITY:

- (1) Any express or implied statement condition or warranty, statutory or otherwise, not stated herein is hereby excluded and deemed to be inconsistent herewith and no responsibility is accepted by the Company for any damage or loss arising directly or indirectly by reason of any failure of the goods to comply with specification.
- (2) The liability of the Company for defective goods supplied by it or faulty workmanship in respect of which a valid claim has been made shall be limited to replacement of the defective products or at the Company's option to reimbursement of the price paid by the Customer for those goods.

11. COPYRIGHT:

Further to the provisions of Clause 8 (1) (above) the Customer will be responsible for obtaining all necessary consents and permission, whether statutory or otherwise, to the reproduction by the Company, of any work or other subject matter, whether dealt with by the Copyright Design and Patents Act of 1988 or other such subsequent legislation which may replace or repeal or amend said Act or any relevant statute, or not, and will indemnify the Company from all claims and liability in any way arising out of or relating to such reproductions as stipulated in Clause 8 (1).

12. COST VARIATION:

Prices are subject to revision in the event of any increase in costs incurred by the Company between the date of confirmation of order and the date of delivery to the Customer or the date when the goods otherwise become invoiceable whichever is the earlier.

13. CUSTOMER'S PROPERTY:

Customer's property when supplied will be held at Customer's risk. Every care will be taken to secure the best results where materials are supplied by the Customer, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.

14. FORCE MAJEURE ETC.:

The performance of all contracts is subject to variation or cancellation by the Company owing to any Act of God, war, strikes, lock-outs, fire, flood, drought, tempest or any other cause beyond the control of the Company or owing to any inability by the Company to procure materials or articles required for the performance of the Contract and the Company shall not be held responsible for any inability to deliver caused by such contingency.

15. PRICES:

Prices are exclusive of V.A.T.

16. PRICES SHOWN:

The prices shown in our literature are for cards printed collectively. Each price reflects a proportional charge of the large printed sheet. It must, therefore, be understood that the print quality is solely at our discretion and the signing of the order form constitutes the signatory's acceptance of these conditions for work undertaken by this Company.