

# STANDARD TERMS AND CONDITIONS OF SALES CONTRACT

## POPLAR SERVICES PRINTERS LTD hereinafter referred to as “the Company”

### 1. TERMS.

**1.1** The Company contracts with a customer upon these Standard Terms and Conditions of Sale. Any variation shall be of no effect unless agreed in writing by a Director of the Company.

**1.2 PREVALENCE.** Unless otherwise stated in writing by the Company these conditions shall override any terms or conditions stipulated, incorporated, implied or referred to by the customer in its order or other communications.

### 2. PRICE.

**2.1** The Company's written offer price cannot be varied before or after acceptance by any representative of the Company unless such variation is agreed in writing by a Representative of the Company.

**2.2** Quoted prices are based on the Company's current cost, and unless otherwise agreed can be amended on or at any time after acceptance of order to meet any rise or fall in such costs.

**3. EXPERIMENTAL WORKS.** Experimental work or work carried out at the customer's request will be charged.

**4. STANDING MATERIAL.** All materials used by the Company in the production of type, plates, negatives, positives and photo-type setting shall remain his exclusive property. All such items when supplied by the customer shall remain the customer's property. Unless written arrangements are made to the contrary all lithographic plates and negative or positive film may be effaced immediately after the order is executed.

**5. CUSTOMER'S PROPERTY.** All property supplied to the Company or in transit to or from the customer shall be deemed to be at the customer's risk and the customer should insure accordingly. After notification to the customer of completion of the order, the Company shall be entitled to make a charge for the storage of the customer's property.

**6. COLOUR PRINTING.** It is the customer's own responsibility to ensure that the colour transparency(ies) or photograph(s) submitted are suitable for the work in hand. The Company will not accept liability for unsatisfactory results caused by inferior or unsuitable photographic originals. Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the Company shall not be required to guarantee an exact match in colour or texture between the customer's original colour photograph or transparency and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing, must order a colour proof, in writing when placing the order. This will be charged as an extra.

**7. CLAIMS.** Any query regarding the invoice or the goods supplied must be made to the Company in writing within 7 days of invoice date or delivery date, whichever is the latest. Any query regarding non-delivery must be made within 14 days of the invoice date. Claims outside this limit will not be entertained. 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 (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.

**8. VARIATIONS IN QUANTITY.** (a) A margin of 5% for one colour work, and a margin of 10% for all other work being allowed for on overs or shortage. (b) Every endeavour will be made to deliver the correct quantity ordered.

### 9. PROOFS.

**9.1** Proofs of all work may be submitted for customer's approval. No responsibility will be accepted for any errors in proof which may be passed by the customer.

**9.2** All such corrections on and after proof, including alterations in style, will be charged extra.

**9.3** It is a condition of this Agreement that the customer shall proof read any proofs submitted for customer approval and shall sign the Company's Proof Approval Form by its duly authorised agent. In the event of failure to do so within a reasonable time the Company's obligations under the Agreement shall cease forthwith and the Company shall be entitled to be paid for the work actually undertaken to date and to claim loss of profits for the part of the Agreement unfulfilled.

**9.4** The customer can request a full colour proof to be prepared if appropriate, for which an extra charge will be made. If the customer chooses not to exercise this right, the Company will not be responsible for any variance in colour or shade on the final product.

**10. TAX.** The Company reserves the right to charge the amount of any taxes, value added tax, duties or royalties, etc. which are payable, whether or not included on the quotation or invoice.

**11. 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 unless the customer has before delivery opened a credit account as hereinafter described when payment will be due in accordance with clause (c) hereafter. (b) Two trade and Bankers references must be submitted and accepted before a credit account may be opened.

(c) Subject to Paragraph 11(d) hereof all accounts will become due for payment on the last day of the calendar month following delivery of the goods or in the event of the customer failing to take delivery of the goods on the agreed delivery date, on the last day of the calendar month in which delivery had been arranged. (d) The Company reserves the right on certain classes of work to insist on payment being received prior to the commencement of the work. (e) Unless otherwise specified the price quoted is for delivery, or subsequent deliveries of the work to the customer's address as set out in the quotation. A charge may be made to cover any costs involved for delivery to a different address. (f) Should expedited delivery be agreed an extra may be charged to cover any overtime or any other additional costs involved. (g) Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and any other additional costs including storage. (h) In the event of non-payment of any sum due to the Company pursuant to these conditions the Company reserves the right to charge interest thereon at the rate of 4% above Bank of Scotland base lending rate from time to time, from the date upon which payment is contractually due until payment in full is received.

### 12. LIABILITY.

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

**12.2** In the event of a claim arising out of any act or neglect of the Company howsoever arising liability of the Company shall be limited to the invoiced value of the work undertaken unless otherwise agreed in writing with the Company in the person of one of its Directors.

**12.3** Where the Company acts as sub-contractor it shall be the responsibility of the main contractor to check the work of the Company and the Company can accept no responsibility for any loss consequent upon a failure to check and approve the work undertaken by the Company.

**13. TITLE.** Notwithstanding delivery the property in the goods shall remain in the Company until the customer has paid in full therefore and the customer hereby declares itself trustee of the goods for the Company until such payment is made and the customer shall hold the goods and any proceeds of sale of the goods and any rights arising from any sale thereof as trustee for the Company. Notwithstanding anything to the contrary herein contained until full payment has been made the customer shall keep all the goods fully insured and shall not sell, dispose of or part with possessions and shall indemnify the Company against any loss or damage thereto howsoever arising. If payment is overdue in whole or in part the Company may (without prejudice to any of its other rights) recover or recall the goods or any of them and may enter upon the customer's premises for that purpose. These conditions constitute authority by any third party to enter upon any other premises wheresoever the goods are situate for the purpose of recovering the goods or any of them. Any loss sustained by the Company on such resale as aforesaid shall be for the account of the customer. Failure by the Company to enforce any of the above shall not be construed as a waiver of any of the Company's rights hereunder.

**14. ILLEGAL MATTER.** 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 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.

**15. 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 forgoing) Act of God, legislation, war, fire, flood, drought, failure of power supply, lock out, strike or other action taken by employees in contemplation of furtherance of a dispute or owing to any liability 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.

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