

Standard Conditions of Contract of Dynamic Impressions Ltd In these conditions “the printer” means Dynamic Impressions Ltd

1. Price variation: Estimates are based on the printer's current costs of production and unless otherwise agreed, are subject to amendment on or after the date that the estimates are given.

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, type or layout is left to the printer's judgement, changes therefrom made by the customer shall be charged extra.

6. Delivery (a) Delivery of work shall be accepted when tendered. (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 charge 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. (e) Any dates quoted for delivery are approximate only and the printer shall not be liable for any delay in delivery howsoever caused. Time for delivery shall not be of the essence unless previously agreed by the printer in writing. Work may be delivered by the printer in advance of the quoted delivery date. (f) Where the work is to be delivered in instalments, each delivery shall constitute a separate contract and failure by the printer to deliver any one or more of the instalments in accordance with these conditions or any claim by the customer in respect of any one or more instalments shall not entitle the customer to treat the contract as a whole as repudiated. (g) If the printer fails to deliver the work for any reason other than any cause beyond the printer's reasonable control or the customer's fault, and the printer is accordingly liable to the customer, the printer's liability shall be limited to the excess (if any) of the cost to the customer (in the cheapest available market) of similar goods to replace those not delivered over the price of the work or the printer's estimate. (h) If the customer fails to take delivery of the work or fails to give the printer adequate delivery instructions at the time stated for delivery (otherwise than by reason of any cause beyond the customer's reasonable control or by reason of the printer's fault) then, without prejudice to any other right or remedy available to the printer, the printer may:-
(i) store the work until actual delivery and charge the customer for the reasonable costs (including insurance) of storage or
(ii) sell the work at the best price readily obtainable and (after deducting all reasonable storage and selling expenses) account to the customer for the excess over the price under the contract or charge the customer for any shortfall below the price under the contract.

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

7. Payment (a) In respect of the initial order from a customer work will not be undertaken without a 50 per cent pre-payment in cash with the order, the balance being payable in cash on delivery. (b) In respect of the second and subsequent orders from a customer, invoices must be paid within 30 days of the invoice date (unless otherwise agreed in writing) notwithstanding that delivery may not have taken place and the property in the work has not passed to the customer and time of payment of the invoice shall be of the essence of the contract. (c) If any invoice is not paid by the due date all other invoices submitted to the customer shall immediately become due and payable. (d) In respect of all unpaid debts due from the customer the printer without prejudice to all remedies shall:- (i) be entitled to recover on a full indemnity basis any costs incurred by him in collecting such debts. (ii) be entitled to charge interest (both before and after any judgement) on the total amount payable at a rate of up to 4 per cent above the Bank of England base rate from the invoice date until payment is made in full. (iii) 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 (iv) 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 a manner and at such a price as he thinks fit and to apply the proceeds towards such debts. (e) Subject to any special terms agreed in writing between the printer and the customer, and to sub-clause (a), the printer shall be entitled to invoice the customer for the price of the work on or at any time after delivery of the work, unless the work is to be collected by the customer or the customer wrongfully fails to take delivery of the work, in which event the printer shall be entitled to invoice the customer for the price at any time after the printer has notified the customer that the work is ready for collection or (as the case may be) the printer has tendered delivery of the goods.

8. 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.

9. 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 28 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 42 days of despatch). All other claims must be made in writing to the printer within 14 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.

10. Risk and Property (a) Risk of damage to or loss of the work shall pass to the customer:- (i) in the case of work to be delivered at the printer's premises at the time when the printer notifies the customer that the work is available for collection or (ii) in the case of work to be delivered otherwise than at the printer's premises, at the time of delivery or, if the customer wrongfully fails to take delivery of the work, the time when the printer has tendered delivery of the work. (b) Notwithstanding delivery and the passing of risk in the work or any other provision of these Conditions, the property in the works shall not pass to the customer until the printer has received in cash or cleared funds payment in full of the price of the work and all other work agreed to be sold by the printer to the customer for which payment is then due. (c) Until such time as the property in the works passes to the customer, the customer shall hold the work as the printer's fiduciary agent and bailee, and shall keep the work separate from that of the customer and third parties and properly stored, protected and insured and identified as the printer's property. Until that time the customer shall be entitled to re-sell or use the work in the ordinary course of its business, but shall account to the printer for the proceeds of sale or otherwise of the work, either tangible or intangible, including insurance proceeds, and shall keep all such proceeds separate from any monies or property of the customer and third parties and, in the case of tangible proceeds, properly stored, protected and insured. (d)

Until such time as the property in the work passes to the customer (and provided the work is still in existence and has not been re-sold) the printer shall be entitled at any time to require the customer to deliver up the work to the printer and, if the customer fails to do so forthwith, to enter upon any premises of the customer or any third party where the work is stored and repossess the work. (e) The customer shall not be entitled to pledge or in any way charge by way of security for any indebtedness any of the work which remains the property of the printer, but if the customer does so all monies owing by the customer to the printer shall (without prejudice to any other right or remedy of the printer) forthwith become due and repayable.

11. Standing material (a) All design & artwork whether held on hard drives/CD/disc etc., or hand drawings on file will remain the exclusive property of the printer & held under the printers copyright unless stated otherwise in each & every agreement. (b) Disks, tapes, bromides, film and other materials owned by the printer and used by him in the production of plates, zincos, film-setting, negatives, positives, cutting formes and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property. (c) 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.

12. 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 in writing and the customer should insure accordingly. (b) The printer shall be entitled to make a reasonable charge for the storage or any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

13. Materials supplied by the customer (a) The printer 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 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 in or unsuitability of materials so supplied or specified. (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

14. Insolvency If (a) the customer makes any voluntary arrangement with its creditors or becomes subject to an Administration Order or (being an individual or firm) becomes bankrupt or (being a company) goes into liquidation (otherwise than for the purposes of amalgamation or reconstruction) or (b) an encumbrancer takes possession, or a receiver is appointed, of any of the property or assets of the customer, or (c) the customer ceases, or threatens to cease, to carry on business, or (d) the printer reasonably apprehends that any of the events mentioned above is about to occur in relation to the customer and notifies the customer accordingly, then the printer without prejudice to other remedies shall 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.

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, libellous or defamatory nature or an infringement of the proprietary or other rights of any third party. (b) The printer shall be indemnified by the customer in respect of any and all claims, costs and expenses arising out of any information or other matter contained in any material printed for the customer including, without limitation, any claim that such information or other matter is libellous or defamatory or infringes any intellectual property rights of whatever nature belonging to any third party. This indemnity shall extend to any and all amounts incurred in defending such claims and any amounts paid on a lawyer's advice in settlement of any claim.

16. Cancellation (a) No order which has been placed by the customer may be cancelled by the customer except with the agreement in writing of the printer and on terms that the customer shall indemnify the printer in full against all loss (including loss of profit) costs (including the cost of all labour and materials used), damages, charges and expenses incurred by the printer as a result of cancellation. (b) 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 wherever possible should be given after completion of work on any one issue. Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder not be paid on the due date for payment.

17. Force majeure The printer 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 of 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.

18. Limitation of liability Subject to any liability of the printer for death or personal injury resulting from its own negligence, the customer accepts that the provisions of this clause set out the entire liability of the printer to the customer and the exclusive remedies of the customer against the printer under or in relation to the contract. (a) The printer shall have no liability of any nature whatsoever to the customer for any indirect special or consequential loss or damage (whether for loss of profits, goodwill or otherwise). (b) Subject to the provisions of clause (c) below, the printer undertakes to correct any defect in any work which is proved to the printer's satisfaction to be due to a default in workmanship on the part of the printer. (c) (i) The printer shall be under no liability under the above undertaking in respect of any defect in work where proofs of the work have been sent to the customer and such defects have not been corrected by the customer in those proofs. (ii) The printer shall be under no liability under the above undertaking (or any other undertaking, warranty, condition or guarantee) if the price due for the work has not been paid. (iii) The printer shall be under no liability in respect of the above undertaking where the customer has not given notice of the defect to the printer within 14 days of the delivery of the work. (d) All liabilities of the printer to the customer determined by a court of law as not having been excluded under the terms of this clause shall be limited in total to the total price of the work as shown on the printer's invoice. 19. General (a) Any notice required or permitted to be given by either party to the other under these Conditions shall be in writing addressed to that other party at its registered office or principal place of business or such other address as may at the relevant time have been notified pursuant to this provision to the party giving the notice. (b) No waiver by the printer of any breach of the contract by the customer shall be considered as a waiver of any subsequent breach of the same or any other provision. (c) If any provision of these Conditions is held by any competent authority to be invalid or unenforceable in whole or in part the validity of the other provisions of these Conditions and the remainder of the provision in question shall not be affected thereby. (d) The contract shall be governed by the laws of England. The parties hereby submit to the non-exclusive jurisdiction of the English Courts.