

TERMS & CONDITIONS OF SALE

These conditions shall be deemed to be incorporated in all contracts of COPYRUN to sell goods and in the case of any inconsistency with any order or form of contract sent by the purchaser to COPYRUN whatever may be their respective dates the provision of these conditions shall prevail unless expressly varied in writing and signed by a director on behalf of COPYRUN.

Goods means articles or things described in the contract between COPYRUN and the purchaser.

Refund - By their nature goods do not have a redeemable value and no refunds or credits for the goods correctly supplied will be entertained.

Payment - All goods shall be paid for at the time of order.

Price Variation - Quotation and Estimates are based on the printer current cost of production and unless otherwise agreed, are subject to amendment on or at any time after the acceptance by the customer to meet any increase in any such costs.

Preliminary Work - All work carried out whether experimental or otherwise at customer's request shall be charged for by the COPYRUN'S then current rates.

Tax - COPYRUN reserve the right to charge the amount of any value added tax which appears to him to be payable whether or not included in the Quotation or estimate or invoice.

Copy - A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

Unless negotiated and agreed in writing, the copyright of General Artwork, Commissioned Artwork and illustrations belongs to COPYRUN. The customer shall be responsible for obtaining all necessary authority to reproduce picture, artwork, photographs, etc. The customer will indemnify the printer and his agents from any claim arising thereof.

Company imprint - Unless otherwise specifically requested in writing all work will carry our company imprint which will be positioned at our discretion.

Variations in quantity - Every endeavor will be made to deliver the correct quantity ordered quotations and estimates are conditioned upon margins of 5 per cent for work in one colour only and 10 per cent for work in other work being allowed for overruns or shortage and the same to be charge or deducted.

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 7 days of the 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 28 days of delivery. The printer may call for proof of any claim made and 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 establishes to the reasonable satisfaction of the printer that:

- (i) it was not possible for good reason to comply with the aforesaid requirements, and
- (ii) advice (where required) was given and the claim made as soon as practicable.

Liability - The printer shall not be liable for any loss, damage or expenses (whether direct or indirect or consequential) to the customer arising from:
(i) delay in transit not caused by the printer; (ii) any other cause beyond the reasonable control of the printer.

Material supplied by the customer - (a) The printer may reject any paper, plates or other materials supplied by the customer which appear to him to be unsuitable. Additional cost incurred if materials found to be unsuitable during production may be charged at the printer's discretion.

(b) Where materials are so supplied or specified, the printer will take every reasonable care to secure the best result but responsibility will not be accepted by the printer 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.

Proofs - Proofs of all works 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.

Insolvency - If the customer ceases to pay his debts in the ordinary course of business or can not 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 enters in to any Composition with its creditors including any voluntary arrangement or being a person is the subject of a bankruptcy petition or order the printer without the 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 charges to be debt immediately due and payable to the printer on presentation of the relevant invoice to the customer or its or his representative, 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 or not) and shall be entitled on the expiration of fourteen 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 the debts.

Illegal Matter - (a) The printer shall not be required to print any matter which in his opinion is or may be of an illegal immoral or libelous 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 claims, damages, costs and expenses arising out of any allegedly illegal immoral or libelous matter or any customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

Force Majeure - The printer shall be under no liability to the customer if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (without limiting the foregoing) Act of God, Legislation, War, Flood, Drought or other calamity, failure of power supply, lock-out, strike or other action taken by the employees of the printer or any of the printer's suppliers or carriers or subcontractors in contemplation or furtherance of a dispute or owing to any inability to procure materials required to performances of the contract, or arising from any government action ('the contingency'). During the continuance of such a contingency the customer may write 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.

Law - The conditions and all other express terms of the contract shall be governed and construed in accordance with the law of England.