

APPLE PRINT LTD

STANDARD TRADING TERMS

1. PRICE VARIATION AND ESTIMATES - Estimates are based on the printer's current costs of production and, unless otherwise agreed, are subject to amendment at any time after acceptance to meet any rise or fall in such costs. The printer will not be held to any price estimated over the telephone. A firm quotation will be given only on sight and receipt of work.

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 judgment, changes therefrom made by the customer shall be charged extra. Any client that is shown a proof and fails to see and correct an error has accepted that error on his work and can under no circumstances disclaim payment.

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 charge may be made to cover any overtime or any 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 involved. The printer shall at its discretion be entitled to charge interest at up to 6% above the Bank of England base lending rate from time to time per annum on any account which remains unpaid after the due date, and such interest shall accrue, due and be chargeable from the date that the work is completed and ready for collection. The printer shall be entitled to recover from the customer all costs and disbursements incurred by the company in employing a solicitor, debt collector or other third party to enforce or collect payment of any overdue account. While an account is overdue for payment, the printer may withhold or suspend performance of any outstanding contractual obligation.

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 and 8 per cent respectively for quantities exceeding 50,000)

8. CLAIMS - Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to 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 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 28 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 (a) it was not possible to comply with the requirements and (b) 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 - Metal, film, glass and other materials owned by the printer and used by them in the production of type, plates, moulds, stereotypes, electrotype film setting, negatives, positives and the like shall remain his exclusive property. Such items when specially supplied by the customer shall remain the customer's property.

11. CUSTOMER'S PROPERTY - 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 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 the customer's risk unless otherwise agreed and the customer should insure accordingly.

12. MATERIALS SUPPLIED BY THE CUSTOMER -

(a) The printer may reject any paper, plates or other similar materials supplied or specified by the customer which appear to them 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.

13. 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.

14. 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 proprietary 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 or of any other proprietary or personal rights contained in any material produced 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 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 (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 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.

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

17. DATA - When a client requests a quote from Apple Print we will automatically add them to our email database for use with our own internal email marketing, we will not give this data to any third parties.