

CONDITIONS OF CONTRACT

1 General

These conditions are the sole conditions governing a contract between Strath Print and the customer and take precedence over any conflicting terms in a customer's purchase order.

2 Time for Payment and Interest on Payments

Payment is due, at the latest, 28 days from invoice date. Interest will be charged on overdue accounts at the rate of 5% per month and the customer accepts this condition on placing a contract. Alternative arrangements for payment can be arranged, but only prior to placing the order and subject to Strath Print making enquiries to establish the creditworthiness of the customer. Any agreement must be in writing. Waiver of this condition or any part is at our sole discretion.

3 Price variation

Estimates are based on Strath Print's current production costs. Quoted prices will be maintained for a period of four weeks from the date of the written quotation, unless otherwise specified, and are then subject to amendment to meet any rise or fall in costs.

4 Tax

Strath Print reserves the right to charge the amount of VAT payable whether or not included on the estimate or invoice.

5 Preliminary work

All work carried out at a customer's request is chargeable, whether experimentally or otherwise.

6 Copy

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

7 Proofs

Proofs of all work will be submitted for the customer's approval and Strath Print is not liable for any errors not corrected by the customer. Customer's alterations and additional proofs necessitated by alterations will be charged extra. When style, type or layout is left to Strath Print's judgment, changes made by the customer may be charged extra.

8 Delivery and payment

(a) Delivery of work will be accepted when tendered, and payment becomes due on notification that the work has been completed.

(b) Delivery is not included unless otherwise stated on the estimate. A charge may be made to cover any extra costs involved for delivery to an address different to that specified in the estimate.

(c) Should expedited delivery be agreed an extra cost may be charged to cover 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 Strath Print will be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

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9 Variations in quantity

Every effort will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000), the same to be charged or deducted at the run-on rate.

10 Time

Unless specifically agreed in writing, time is not of the essence in any contract with Strath Print. Failure to meet an agreed delivery date will not, of itself, entitle the customer to withhold all or part payment of any properly submitted invoice, or to compensation of any kind.

11 Claims

Advice of damage, delay or partial loss of goods in transit must be given in writing to Strath Print and the carrier within three clear days of delivery, or in the case of non-delivery within 28 days of dispatch of the goods, and any claim must be made in writing to Strath Print and the carrier within seven clear days of delivery, or in the case of non-delivery within 42 days of dispatch. All other claims must be made in writing to Strath Print within 28 days of delivery.

Strath Print will not be liable in respect of any claim unless the above 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. In any event, Strath Print will not be liable for any claim in excess of the invoice value of the job and will not be liable for any consequential loss.

12 Liability

Strath Print will not be liable for any loss to the customer arising from delay in transit not caused by us.

13 Standing material

(a) Metal, film, glass and other materials owned by Strath Print and used by us in the production of type, plates, stereotypes, electrotypes, film-setting, negatives, positives and the like remain our exclusive property. Such items, when supplied by the customer, remain the customer's property.

(b) Typesetting records and lithographic matter or work may be effaced immediately after the order is completed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

14 Customer's property

(a) The customer's property and all property supplied to Strath Print by or on behalf of the customer, while in our possession or in transit to or from the customer, is deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) Strath Print is entitled to make a reasonable charge for the storage of any customer's property left with us before receipt of the order or after notification to the customer of completion of the work.

15 Materials supplied by the customer

(a) Strath Print may reject any paper, plates or other materials supplied or specified by the customer which appear to us to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged, except where the whole or any part of such additional cost could have been avoided but for unreasonable delay by us in ascertaining the unsuitability of the materials, then that amount will not be charged to customers.

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(b) Where materials are so supplied or specified, Strath Print will take every care to ensure 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 must be adequate to cover normal spoilage.

16 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 if a person commits an act of bankruptcy, or has a bankruptcy petition issued against him, Strath Print without prejudice to other remedies will:

(a) 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 complete or not) and materials purchased for the customer, such charge to be an immediate debt due to us, and

(b) in respect of all unpaid debts due from the customer have a general lien on all goods and property in our possession (whether worked on or not) and will be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as we think fit and to apply the proceeds towards such debts.

17 Illegal matter

(a) Strath Print will not be required to print any matter which in our opinion is or may be of an illegal or libelous nature or an infringement of the property or other rights of any third party.

(b) Strath Print will be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous 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 extends to any amounts paid on lawyer's advice in settlement of any claim.

18 Periodical publications

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 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 Strath Print may terminate any such contract forthwith should any sum due remain unpaid.

19 Force majeure

Strath Print will be under no liability if we are unable to carry out any provision of the contract for any reason beyond our 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 contemplating or 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 us, elect to terminate the contract and pay for work done and materials used, but subject thereto must otherwise accept delivery when available.

20 Law

These conditions and all other express terms of the contract are governed and construed in accordance with the laws of Scotland.

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