

# 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 may 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**

It is the responsibility of the customer to obtain relevant permissions and instructions, where required, for any logos, images and graphics supplied by the customer to Strath Print for use in their print job. Strath Print has no liability for any such logos, images and graphics supplied in contravention of their copyright. 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 Copyright**

Artwork designed by Strath Print is the intellectual property of Strath Print and Strath Print owns the copyright thereof

## **9 Last minute printing**

In order to provide a prompt and reliable service to all customers, production planning is required. Demands for printing at very short notice can cause conflict with the production schedule. Therefore whenever short notice is agreed to, the following applies:

- For same day printing, payment and completed artwork must be received by midday. No proof will be provided. A 20% surcharge will apply.
- For printing by midday, payment and completed artwork must be received by 4pm the previous working day. No proof will be provided. A 20% surcharge will apply.

- For next day printing, payment and completed artwork must be received when the order is placed. No proof will be provided. The job will be ready for collection at the same time the following working day. A 10% surcharge will apply.

### **10 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.

### **11 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.

### **12 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.

### **13 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.

### **14 Liability**

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

### **15 Standing material**

Typesetting records and lithographic matter or work may be effaced immediately after the order is completed unless written arrangements are made to the contrary.

### **16 Customer's property**

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.

## **17 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.

## **18 Illegal matter**

(a) Strath Print will not be required to print any matter which in our opinion is or may be of an illegal, offensive or libellous 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 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 extends to any amounts paid on lawyer's advice in settlement of any claim.

## **19 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.

## **20 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.

## **21 Law**

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