

## TERMS AND CONDITIONS OF BUSINESS – PREMIER MARKETING

- 1 EXPERIMENTAL ORDERS – Experimental work carried out will be considered an order, and charged for accordingly.
- 2 PROOFS – Customers alterations on and after first proof, including alterations in style will be supplied extra ad valorem. No responsibility will be accepted for errors in proof passed by the customer.
- 3 CUSTOMER'S PROPERTY – (Dies, Blocks and Artwork) Customers' property when supplied will be held entirely at customer's risk as regards fire and other unforeseen damage. Every care will be taken to get the best results where materials are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of materials so supplied.
- 4 EXPEDITED DELIVERED – Should delivery of work be required sooner than the normal time requisite for its proper production, every effort will be made to secure freedom from defects, but reasonable allowance must be made by the customer in such cases. Should the delivery require overtime being worked, or additional cost being incurred, a charge will be made to cover the enhanced cost.
- 5 QUANTITY DELIVERED – Every endeavour will be made to deliver the correct quantity but owing to the difficulty of producing exact quantities, any order is conditional upon a margin of 10% being allowed for overs or shortage, the same to be charged for or deducted *pro rata*.
- 6 INCOMPLETE PRINTING INSTRUCTION - When complete copy for publicity printing is not given with this order the dated stock will be held for the buyer at their charge.
- 7 CLAIMS – Claims arising from damage, delay or partial loss of goods in transit must be made in writing to the company and the carrier so as to reach them within three of days of delivery and claims for non-delivery within 28 days of despatch of goods. All other claims must be made to the company within 10 days of delivery.
- 8 FORCE MAJEURE - Every effort will be made to carry out the contract but the due performance of it is subject to variation or cancellation owing to an Act of God, War, Strikes, Lock-outs, Flood, Drought or any other cause beyond control, or owing to the inability to procure materials or articles except at enhanced prices due to any of the foregoing causes.
- 9 STANDARD CONDITIONS AS TO STORAGE – Goods left in storage are held at owners risk, unless otherwise stated in writing, and subject to reasonable care, we cannot hold ourselves liable for damage done by Fire, Vermin, or viz major, provided that stock be stored in reasonable conditions and that the premises are maintained in proper repair. Without prejudice to the liens given by the law, and the customs of the trade, we have a general lien upon all the customer's goods in hand with all monies owing on general account, with power to sell in default of payment thereof.
- 10 ILLEGAL OR OBSCENE MATTER – The company shall not be required to print any matter which in its opinion is of an illegal or obscene nature.
- 11 LIABILITY – The Company shall not be liable for indirect or consequential loss or for any loss to the customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery.
- 12 PRICES – Prices quoted are for standard delivery times. When delivery is delayed at the customer's request or held up through delay in passing proofs or sketches the price will be that ruling at time of despatch.
- 13 TERMS OF PAYMENT – Nett 30 days from date of invoice on approved accounts. If the Customer fails to pay by the due date then without prejudice to any other right or remedy available to the Company, the Company shall be entitled to charge the Customer interest (after as well as before any Judgment) on the amount unpaid at the rate of 6.5 percent per annum above the Bank of England base rate.
- 14 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 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 them, the company 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 complete or not) and materials purchases for the customer, such charge to be an immediate debt to him, and (ii) in respect of all unpaid for debt due from the customer have a general lien on all goods and property in their 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 they think fit and to apply the proceeds towards such debts.
- 15 COLOUR MATCHING – Colour matching of printed goods is made as close as possible, or on payment of all costs by the paint or dye manufacturers, even so we do not guarantee to match any given colour shade perfectly.
- 16 Where the customer stipulates terms and conditions of business, the terms and conditions of Premier Marketing will always prevail regardless of any clause within the customer's terms and conditions which attempts to override them.