

Standard Conditions of Contract

- COST VARIATION**-Quotations are based on the current costs of production and are subject to amendment by the Company (Somers Group Ltd) on or at any time after acceptance to meet any rise or fall in such costs.
- VAT**-The Company shall be entitled to charge the amount of any VAT payable whether or not included on the quotation or invoice.
- PRELIMINARY WORK**-Work produced, whether experimentally or otherwise, at customer's request will be charged for.
- PROOFS**-Author's corrections on and after first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for customer's approval, and no responsibility will be accepted for any errors in proofs passed by him.
- DELIVERY AND PAYMENT**-Delivery of goods will be accepted and payment shall become due upon notification that they are ready for delivery. Invoices for all goods and services supplied will be rendered during the month of delivery, and the said Invoice will be due for payment within 30 days. Non-payment will result in the Company adding a monthly Credit Charge of 2% to the said Account of the Debtor and this account will be automatically added to the said Clients Account. Payment of the total amount will then become due.
- NON PAYMENT OF GOODS**- Acceptance of these Conditions are made by the placing of an Order verbal or otherwise, and until payment is made in full the goods shall remain the property of the Company herein (Somers Group Ltd) if any payment is defaulted.
- EXPEDITED DELIVERY**-Should expedited delivery be agreed and necessitate overtime or other additional costs, an additional charge may be made.
- VARIATIONS IN QUANTITY**-Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 10 per cent being allowed for overs or shortage, the same to be charged for or deducted pro-rata.
- 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 days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the Company within ten days of delivery.
- 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. The liability (if any) of the Company shall in any event be limited to the amount of the contract between the Company and the Customer and shall exclude any liability for consequential loss.
- STANDING MATTER**-Type may be distributed and lithographic, photogravure, or other work effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.
- CUSTOMER'S PROPERTY**-(a) Except in the case of a Customer who is not contracting in the course of a business nor holding itself out as doing so, the Customer's property and all property supplied to the Company by or on behalf of the Customer shall, while it is in the possession of the Company or in transit to or from the Customer, be deemed to be at the Customer's risk and the Company shall not be liable for any loss or damage to the same. The Customer should insure accordingly.
(b) The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company before receipt of the order or after notification to the Customer of completion of the work.
(c) The Company shall be entitled to destroy any property of or materials supplied to it by or on behalf of the Customer upon the earlier of One year after they come into the Company's possession or the expiry of One month's notice to the Customer given at any time.
- MATERIALS SUPPLIED BY THE CUSTOMER**-(a) The Company may reject any paper, films, discs, flat artwork, plate, or other materials supplied or specified by the Customer which appear to it to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
(b) Where materials are so supplied or specified, the Company 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.
- GENERAL LIEN**-The printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property as he thinks fit and to apply the proceeds towards such debts.
- ILLEGAL MATTER**-(a) The Company shall not be required to produce any matter which in his opinion is or may be of an illegal or libellous nature; (b) The Company shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter produced for the customer or any infringement of copyright, patent or design, or any other proprietary or personal rights contained in any material printed for the Customer and in respect of any amounts aid on a lawyer's advice in settlement of any such claims.
- PERIODICAL PUBLICATIONS**-A contract for the printing of a periodical publication shall not be terminated by the Customer unless at least (13 weeks) notice in writing is given in the case of periodicals produced monthly or more frequently or at least (26 weeks) notice in writing is given 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 the Company reserves the right to terminate any such contract without notice in the event that any sum due under such contract remains unpaid.
- FORCE MAJEURE**-(a) The Company shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limitation) 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 to any inability to procure materials required for the performance of the contract.
(b) During the continuance of such a contingency the Customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject to the same shall otherwise accept delivery when available.
- CANCELLATION**-(a) Cancellations of orders for goods or services shall only be accepted by the Company if made in writing by the Customer and received by the Company prior to it having commenced work or having incurred any obligation to its suppliers.
(b) Without prejudice to any other remedies it may have the Company shall be entitled to claim for all reasonable administrative and other costs incurred by the Company on the Customer's behalf in connection with such cancelled order and any other loss (whether direct or indirect) caused by reason of cancellation.
(c) In the event of cancellation of the uncompleted balance of an order by the Customer, the Company reserves the right to charge for those goods or services already supplied on the order at the price applicable to the work supplied.
(d) The Customer shall be liable to the Company for any loss caused by reason of cancellation.
- DEFAULT OF PAYMENT**-In such cases where the debtor is placed in voluntary Liquidation or otherwise, the Company herein called (Somers Group Ltd) reserves the full right to reclaim from the Liquidator or Receiver the goods supplied that remain unpaid.
- INTELLECTUAL PROPERTY RIGHTS**-Where the text or artwork supplied by the Customer for printing is in a final form so that the Company has to make no substantial alteration to the layout supplied by the Customer before printing, the copyright and other intellectual property rights in the material shall be and remain the property of the Customer. Where the Company designs or substantially alters the layout of the material before printing the copyright and other intellectual property rights in the finished product shall be and remain the property of the Company.
- DATA PROTECTION ACT**. Your Name, Address, Telephone Number and Account details are held on our computerised records for the purposes of accounts processing and distribution of advertising literature. If you have any objection please advise us in written form.

SUPPLIERS LIABILITY CONCERNING STORAGE

- Users must appreciate that paper is a material which is rapidly and considerably affected by storage and usage conditions. Unless precautions are taken it is liable to be affected by variations in temperature and humidity. Variations in humidity are the most serious and will by changing the moisture content of the stationery, alter its size and strength characteristics.
- Humidity.**
Printed matter including stationery should be stored in conditions between 40% r.h. and 60% r.h.
If stationery is stored outside these limits a progressive deterioration in performance must be expected. This may be minimised if sufficient time is allowed for acclimatisation to the conditions in which it is to be used but paper exposed to extremes of humidity may be permanently damaged.
- Temperature.**
Stationery should be stored at a temperature between 16°C and 25°C (between 60°F and 75°F). Transient variations outside this range will not normally affect its performance. If stationery is transferred from a cold room to a warm room it will experience a temporary warp. In this case time must be allowed for it to become acclimatised before being used.
- Stacking.**
Continuous stationery should be kept in the original boxes until required for use. The boxes should be stored lid uppermost and not directly touching a floor. They should not be stored close to pipes, radiators, hot air ducts, open windows, or such like. Boxes should not be stacked more than five high, should be supported squarely at the bottom and should have no heavy weights placed upon them. Partly used boxes should not be placed within a stack but may be placed as the top box in a stack of five.

NO LIABILITY WILL BE ACCEPTED IF THE ABOVE CONDITIONS ARE NOT ADHERED TO

**TERMS NETT 30 DAYS. PRICES SUBJECT TO VAT AT THE APPROPRIATE RATE.
ALL PRICES QUOTED ARE SUBJECT TO SIGHT OF FINAL COPY.**