

COLOURSTAT LIMITED TERMS AND CONDITIONS

1 PRICE VARIATIONS

These are based on our current costs of production and unless otherwise agreed, are subject to amendment after a acceptance to meet any rise or fall in such costs. We shall not be held to any price estimate over the telephone. A firm quotation will only be given on sight and receipt of art work.

2 TAX

We reserve the right to charge the relevant amount of value added tax or any other tax payable, whether or not included in the estimate or invoice.

3 PRELIMINARY WORK

All work carried out at the customer's request, whether experimentally or otherwise, shall be chargeable.

4 COPY

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

5 PROOFS

Proofs of all work may be submitted to the customer for approval and we accept no liability for any errors not corrected by the customer in proofs or submitted. We reserve the right to make additional charges for work incurred by customer's alterations and additional proofs necessitated thereby. When style, type or layout is left to the printer's judgement, changes therefrom made by the customer shall be charged extra. Any customer who is shown a proof and fails to see and correct an error will be deemed to have accepted that error on his work and can under no circumstances disclaim payment.

6 DELIVERY AND PAYMENT

(a) Should expedited delivery be agreed, the printer may make an additional charge for overtime, interruption of production schedule or any other costs incurred.

(b) Should the work be suspended at the customer's request 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 and materials used or specially ordered and other additional costs including storage.

(c) A deposit of 50% of the total print price may be required upon acceptance of a job, or should we require, payment in full. Delivery of goods shall be accepted and payment shall be due upon notification to the customer that they are ready for delivery. We reserve the right to make a charge of 3% per month on all accounts not paid within 30 days of the date of invoice.

7 BEST ENDEAVOURS

The printer shall use his best endeavours to secure delivery of the goods on the estimated delivery dates from time to time furnished, but we do not guarantee delivery dates. We decline all liability for any claims for damages or losses of any kind whatsoever, with respect to delays in delivery.

8 SALE OF GOODS

(a) Ownership of the goods which are subjected to this contract shall not pass to the customer until they are fully paid for, but the risk shall be borne by the customer or carriers to the buyer, from the date of delivery.

(b) In the event that the price of the goods is not paid by the buyer by the due date, the sellers shall at their absolute discretion, be at liberty either to recover the goods or maintain an action for the price of the goods.

(c) For all purposes the buyer hereby grants to the seller an irrevocable lien on the goods until the price is paid and permits, the seller access to recover the goods, wheresoever they are situated.

(d) Without prejudice to the foregoing, the sellers may maintain an action against the buyer for any loss or damage suffered in consequences of the buyer's failure to complete the contract or to pay the price for the goods.

9 VARIATIONS IN QUANTITY

Every endeavour shall be made to deliver the correct quantity ordered, but the estimates are conditional upon a margin of 5 per cent for work in one colour only and of 10 per cent for other work, the same to be added or deducted.

10 CLAIMS

Advice of damage, delay or partial loss of goods or of non-delivery must be given in writing to the printer and the carrier within three working days of delivery (or in case of non-delivery, within 28 days of dispatch) and any claim in respect thereof must be made to the carrier and printer in writing seven days of delivery (or in the case of non-delivery, within 42 days of dispatch). All other claims must be made within 28 days of delivery. The printer shall not be liable for any claim unless the aforementioned requirements have been complied with, except in any case where the customer proves that (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.

11 LIABILITY

The printer 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, by delay and delivery or by the content or form of the work.

12 CUSTOMER'S PROPERTY & PROPERTY SUPPLIED

(A) Customer's property and all property supplied to the printer by or on behalf of the customer will be held at the customer's risk.

(b) Every care will be taken to secure the best results where materials or equipment is supplied by the customer, but responsibility will not be accepted for imperfect work caused by defects or the unsuitability of such materials or equipment.

(c) Where the customer supplies the materials, adequate allowance should be made to cover spoilage.

(d) Where artwork is supplied by the customer, such material remain the property of the customer. Where such material is supplied by the printer, such materials remain the property of the printer.

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 against it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him, the printer without prejudice to any other claim shall

(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 completed or not) and materials purchased for the customer, such charge to be an immediate debt due to him.

(b) In respect of all unpaid debts due from the customer shall have a general lien on all goods and property in his possessions (whether worked on not) and shall be entitled after 14 days written notice to dispose of such goods and property in any manner or at any price that he thinks fit and shall be entitled to apply the proceeds towards such debts.

14 ILLEGAL MATTERS

(a) The printer shall not be required to print any matter which his opinion is or may be of illegal, immoral or libellous nature or an infringement of the proprietary intellectual property or other rights of a third party.

(b) The printer shall be indemnified by the customer against all claims, actions, costs and damages and expenses arising out of any libellous matter or any infringement of copyright, patent or design of any other proprietary rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on lawyers 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 including (without limiting the foregoing) Acts of God, legislation, war, fire, flood drought, failure of power supply, mechanical breakdown, lock out, strike or other action taken by employees in furtherance of any industrial dispute or owing to the inability to procure such materials as may be required for the performance of the contract. During the continuance of such contingency, the customer may by written notice, terminate the contract and pay for materials used and work done, but subject thereto shall otherwise accept delivery when available.

16 LAW

These conditions and any other express term of the contract shall be governed and construed with the laws of England.