

CONDITIONS OF SALE

The following Conditions of Sale shall govern all transactions with G&H Print Services Limited and its associated companies (hereinafter called "the seller") except as otherwise specifically agreed in writing. Where there is any inconsistency between these Conditions and any conditions which the buyer seeks to impose, these Conditions shall prevail.

1. ACCEPTANCE OF ORDERS:

- a) The placing of an order with the seller (though based on the seller's quotation or estimate) shall not constitute a contract, and the seller reserves the right to accept or reject any order placed by the buyer at the seller's absolute discretion. Telephone orders must be confirmed by the buyer in writing and clearly marked "Confirmation Order".
- b) An order once accepted expressly or by commencement of work cannot be cancelled except by mutual agreement.

2. PRICES:

- a) Prices, which are subject to VAT, are based upon the labour rates and materials and other overhead costs prevailing at the date of the seller's quotation or estimate and are subject to revision.
 - (i) in the event of any increase in such overhead costs prior to the date of delivery to the buyer.
 - (ii) if expedited delivery is agreed and overtime or other additional cost is incurred
 - (iii) if reworking is required arising from a change in the buyer's instructions including changes in style or construction.

3. DELIVERY:

- a) Delivery of work shall be accepted when tendered or despatched to the Buyer and thereupon or on notification that the work has been completed (if sooner) the ownership shall pass to the buyer.
- b) Should work be suspended at the request of, or delayed through any default of the buyer, for a period of 7 days the seller shall then be entitled to payment for work already carried out and materials specially ordered.
- c) Where contracts provide for deferred deliveries such deliveries shall be accepted as specified in the contract (or as soon thereafter as ready). In the event of failure to accept the delivery the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) the goods being held at the buyer's risk.
- d) Any failure or defect in any one delivery shall not entitle the buyer to cancel the contract as to remaining deliveries.
- e) Whilst every effort will be made by the seller to effect delivery in accordance with pre-arranged dates, no guarantee as to dates of delivery by the seller is to be implied and the seller will not accept liability for any loss or damage occasioned by delay in delivery however caused.

4. TERMS:

- a) Net cash 30 days from date of invoice.
- b) In the case of contracts involving more than one delivery, if default is made in payment on due date for any one delivery, the seller at his option shall be entitled to treat the contract as repudiated by the buyer and to claim damages accordingly.
- c) Where payment has not been made within the agreed terms of credit interest may be charged on all outstanding amounts at current Nat West Bank rate + 8%.

5. GENERAL LIEN:

Without prejudice to other remedies, the seller shall in respect of all unpaid debts due from the buyer have a general lien on all goods and property in his possession (whether worked on or not) 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 any proceeds towards such debts.

6. MATERIAL, PRODUCTS AND LIABILITY:

- a) Any art work, transparencies and other materials supplied by the buyer and completed work which has become the property of the buyer will be handled with care. Nevertheless, all such work and materials will be held by the seller and despatched to the buyer at the buyer's risk subject to the following limited liability:-
 - (i) The seller will replace, repair or pay compensation for (at the seller's option) any goods or materials lost or damaged by the seller's negligence provided the cost thereof does not exceed £100 in respect of any single order.
 - (ii) The seller will replace free of charge any work which, after examination by the seller, is found to be defective provided the buyer has notified such defect to the seller on approval of proofs or within 7 days of delivery or despatch of the work to the buyer whichever is the earlier.
- b)
 - (i) Save as provided above all conditions, warranties and other terms whether express, implied or otherwise relating to the sale or supply of goods or services by the seller, their quality, condition or description or their fitness for any particular purpose are excluded.
 - (ii) The seller shall in no circumstances be liable for any indirect or consequential loss or damage arising from the performance or failure to perform work in accordance with this agreement.
 - (iii) Copyright all work generated either conventionally or digitally shall remain in the sole ownership of the seller unless agreed in writing with the buyer before work commences.

7. ILLEGAL MATTER:

- a) The seller shall not be required to print any matter which in his opinion is or may be an illegal or libellous nature.
- b) The seller shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter printed for the buyer or any infringement of copyright, patent or design.

8. PERIODICAL PUBLICATIONS:

A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:-

Nature of Publications	Length of Notice (given at any time)
Weekly, Fortnightly or Monthly	13 weeks
Two months or Quarterly	26 weeks

Nevertheless the seller may terminate any such contract forthwith should any sum due thereunder remain unpaid.

9. FORCE MAJEURE ETC:

The performance of all contracts is subject to variation or cancellation by the seller owing to any act of God, war, strikes, lockouts, fire, flood, drought, tempest or any other cause beyond the control of the seller owing to any inability by the seller to procure materials or articles required for the performance of the contract and the seller shall not be held responsible for any inability to deliver, caused by any contingency.

10. LAW:

These Conditions and all other express terms of the contract shall be governed and construed in accordance with the laws of England and any dispute in relation thereto shall be in the exclusive jurisdiction of the English Courts.