

Standard Conditions of Contract (2002)

Issued by Copytech UK Ltd trading as The Fast-Print Network

In these conditions, 'electronic file' means any text, illustration or other material supplied to the printer in digitised form on disk, through a modem, or by ISDN or any other communication link.

1. Price variation. Estimates are based on the printer's current costs of production and, unless otherwise agreed, are subject to amendment on or any time after acceptance to meet any rise or fall in such costs.
2. Tax. The printer reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
3. Preliminary work. All work carried out, whether experimentally or otherwise, at customers request shall be charged.
4. Copy. A charge may be made to cover any additional work involved where copy supplied is not clear and legible.
5. Electronic files (a) It is the customer's responsibility to maintain a copy of any original electronic file.
(b) The printer shall not be responsible for checking the accuracy of supplied input from an electronic file unless otherwise agreed.
(c) Without prejudice to clause 15, if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action the printer may make a charge for any resulting additional cost incurred.
6. Proofs. Proofs of all work may be submitted for customer's approval and the printer shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the printer's judgment, changes therefrom made by the customer shall be charged extra.
7. Colour proofs. Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed.
8. Variations in quantity. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent for work in one colour only and 10 per cent for other work being allowed for overs or shortage (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
9. Delivery and payment. (a) Delivery or work shall be accepted when tendered and thereupon, or if earlier on notification that the work has been completed, payment shall become due.
(b) Unless otherwise specified the price is for delivery of the work to the customer's address as set out in the estimate. A charge may be made to cover any extra costs involved for delivery to a different address.
(c) Should expedited delivery be agreed an extra charge may be charged to cover any 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 calendar days the printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
10. Ownership and risk (a) The risk in all goods delivered in connection with the work shall pass to the customer on delivery.
(b) Goods supplied by the printer remain the printer's property until the customer has paid for them and discharged all other debts owing to the printer.
(c) If the customer becomes insolvent (as set out in clause 16) and the goods have not been paid for in full the printer may take the goods back and, if necessary, enter the customer's premises to do so, or to inspect the goods.
(d) If the customer shall sell the goods before they have been paid for in full he shall hold the proceeds of sale on trust for the printer in a separate account until any sum owing to the printer has been discharged from such proceeds.
11. Claims. Advice of damage, delay or loss of goods in transit or of non-delivery must be given in writing to the printer and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of notification of dispatch of the goods) and any claim in respect thereof must be made in writing to the printer and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of notification of dispatch). All other claims must be made in writing to the printer within 28 days of delivery. The printer shall not be liable in respect of any claim unless the aforementioned requirements have been complied with except in any particular 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.

12. Liability. (a) The printer shall not be liable for indirect loss or third party claims occasioned by delay in completing the work or for any loss to the customer arising from delay in transit, whether as a result of the printer's negligence or otherwise.

(b) Insofar as is permitted by law where work is defective for any reason, including negligence, the printer's liability (if any) shall be limited to rectifying such defect. Where the printer performs its obligations to rectify defective work under this condition the customer shall not be entitled to any further claim in respect of the work done nor shall the customer be entitled to treat delivery thereof as a ground for repudiating the contract, failing to pay for the work or canceling further deliveries.

(c) Nothing in these conditions shall exclude the printer's liability for death or personal injury as a result of its negligence.

13. Standing material (a) Metal, film and other materials owned by the printer and used by him in the production of type, plates, film-setting, negatives, positives and the like shall remain his exclusive property. Such items when supplied by the customer shall remain the customer's property.

(b) Type may be distributed and lithographic or photogravure film and plates, tapes, disks 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.

(c) The printer shall not be required to download any digital data from his equipment or supply the same to the customer on disk, tape or by any communication link unless written arrangements are made to the contrary.

14. Customer's property (a) Customer's property and all property supplied to the printer by or on behalf of the customer shall while it is in the possession of the printer or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

(b) The printer shall be entitled to make a reasonable charge for the storage of any customer's property left with the printer before receipt of the order or after notification to the customer of completion of the work.

15. Materials supplied by the customer (a) The printer may reject any film, disks, paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided by for unreasonable delay by the printer in ascertaining the unsuitability of the materials then that amount shall not be charged to the customer.

(b) Where materials are so supplied or specified, the printer 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.

16. Insolvency. Without prejudice to other remedies, if the customer becomes insolvent (namely, being a company is deemed to be unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it or being a person commits an act of bankruptcy or has a bankruptcy petition issued against him) the printer shall 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. Any unpaid invoices shall become immediately due for payment.

17. General Lien. Without prejudice to other remedies, in respect of all unpaid debts due from the customer the printer shall 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 agent for the customer in such manner and at such price as he thinks fit and to apply the proceeds towards such debts, and shall when accounting to the customer for any balance remaining be discharged from all liability in respect of such goods or property.

18. Illegal matter (a) The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libelous nature or an infringement of the proprietary or other rights of any third party.

(b) The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libelous 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 shall include (without limitation) any amounts paid on a lawyer's advice in settlement of any claim that any matter is libelous or such an infringement.

Warranties and indemnities. The author hereby warrants to the printer and their assignee's, licensees printers and distributors that he/she has full power to make this Agreement, that he/she is the sole Author of the Work and is the owner of the rights herein granted, that the Work is original to him/her, and that it has not previously been published in any form in the territories covered by this Agreement and is in no way whatever a violation or infringement of any existing copyright or license, or duty of confidentiality, or duty to respect privacy, or any other right of any person or party whatsoever, that it contains nothing libelous, that all statements contained therein purporting to be facts are true and that any receipt, formula or instruction contained therein will not, if followed accurately, cause any injury, illness or damage to the user.

The Author further warrants that the Work contains no obscene or improper or blasphemous material nor is in breach of Official Secrets Acts nor is in any other way unlawful.

The Author shall indemnify and keep the printer indemnified against all actions, suits, proceedings, claims, demands and costs (including any legal costs or expenses properly incurred and any compensation costs and disbursements paid by the printer on the advice of their legal advisers to compromise or settle any claim) occasioned to the printer in consequence of any breach of this warranty, or arising out of any claim alleging that the Work constitutes in any way a breach of this warranty.

The printer reserves the right having first notified the Author to alter, or to insist that the Author alter, the text of the Work as may appear to them appropriate for the purpose of modifying or removing any passage which in their absolute discretion or on the advice of their legal advisers may be considered objectionable or actionable at law, but any such alteration or removal shall be without prejudice to and shall not affect the Author's liability under this warranty and indemnity.

All warranties and indemnities herein contained shall survive the termination of this Agreement.

Textual Copyright Material. Should the text of the Work contain extracts from other copyright works, the Author shall at his/her own expense (unless otherwise agreed) obtain from the owners of the respective copyrights written permission (which shall be forwarded to the Printer on delivery of the material) to reproduce such extracts in the Work in all territories and editions and in all forms which are the subject of this Agreement.

Illustrations. The Author shall, on delivery of the Work, supply to the Printer any photographs, pictures, maps, diagrams and other illustrative material.

In respect of any copyright illustrative materials the Author shall obtain from the owners of the respective copyrights written permission (which shall be forwarded to the Printer on delivery of the material) to reproduce such materials in the Work and in all territories and editions and in all forms which are the subject of this Agreement.

All illustrations supplied by the Author shall be in a form acceptable to the Printer, but the Printer shall have the right to reject such material or to require of the Author such substitutions or amendments as may in the reasonable view of the Printer be required on the grounds of poor quality, excessive cost or otherwise.

The cost of supplying illustrative material, including copyright fees, shall be borne by the Author.

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 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 printer may terminate any such contract forthwith should any sum due thereunder remain unpaid.

20. **Force majeure.** The printer shall be under no liability if he shall be unable to carry out any provisions of the contract for any reason beyond his reasonable control including (without limiting the foregoing): Act of God; legislation; war; fire; flood; drought; inadequacy or unsuitability of any instructions, electronic file or other data or materials supplied by the customer; 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. During the continuance of such a contingency the customer may by written notice to the printer elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

21. **Fast Print** may refuse to print/reprint any title that it considers to be offensive, pornographic or racist or may give rise to a valid claim of criminal and/or civil liability against it and/or will materially harm its reputation. If it believes this to be the case the manuscript and all fees will be reimbursed.

22. **Law.** These conditions and all other express and implied terms of the contract shall be governed and construed in accordance with the laws of England.