



MASTERLINE Marketing

The New Experience in Printing

STANDARD TERMS AND CONDITIONS OF CONTRACT

The following are the Terms and Conditions of trading of Masterline Marketing (hereinafter "The Printer") and shall apply to any contract made between the Printer and its customer and may only be varied if mutually agreed in writing:

1.1 Prices

Prices quoted or used by the Printer are directly subject to that percentage increase or decrease as calculated from time to time by the Costing Department of the British Printing Industries Federation as representing the average increase or decrease in the Printing and Binding Industry generally and applying as and when specified by the British Printing Industries Federation. If any other percentage or formula be substituted for the British Printing Industries Federation percentage, then that percentage increase or decrease or formula shall apply.

1.2 Price Variation

Quotations and Estimates are based on the Printer's current costs of production and unless otherwise agreed, are subject to amendment on or at any time after acceptance by the customer to meet any increase in any such costs.

2. Value Added Tax

The Printer reserves the right to charge the amount of any value added tax which appears to him to be payable whether or not included in the quotation or estimate or invoice.

3. Preliminary Work

All work carried out whether experimentally or otherwise at customer's request shall be charged for by the Printer at the Printer's then current rates.

4. Copy

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

5. 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 or discretion changes later made by the customer shall be charged as an extra cost.

6. Delivery Title and Payment

- Payment is due with order. Customers whose jobs do not proceed will be refunded less any work done subject to Terms 3, 4 and 5.
- Delivery or work shall be accepted by the customer when tendered and thereupon or, if earlier, on notification that the work has been completed, payment shall become due.
- Should expedited delivery be agreed an extra fee may be charged to cover any overtime or any other additional costs including delivery charges incurred by the Printer or courier.
- Should work be suspended at the request of or delayed for any reason or through any default of the customer for a period of 30 consecutive days the Printer shall immediately at the end of that period be entitled to payment for work already carried out, materials used or specially ordered and any other additional costs including storage.
- No title in any goods, materials or work done (including for the avoidance of doubt any intellectual property rights including copyright) shall pass to the customer from the Printer until payment in full has been received by the Printer.

7. Variations in Quantity

While every reasonable endeavour will be made to deliver the correct quantity ordered quotations and 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) and the same to be charged or deducted.

8. Claims

Advice of damage, delay or partial 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 despatch of the goods) and any claim in respect thereof must be made in writing to the Printer and the carrier within seven days of delivery (or, in the case of non-delivery within 42 days of despatch). All other claims must be made in writing to the Printer within 28 days of delivery. The Printer may call for proof of any claims made and 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 establishes to the reasonable satisfaction of the Printer that:

- it was not possible for good reason to comply with the aforesaid requirements, and
- advice (where required) was given and the claim made as soon as reasonably practicable.

9. Liability

The Printer shall not be liable for any loss, damage or expense (whether direct or indirect or consequential) to the customer arising from:

- delay in transit not caused directly by the Printer;

(ii) any other cause beyond the reasonable control of the Printer.

(iii) except where an additional payment is made we accept no liability whatsoever for claims for late delivery. This is an essential term of our Terms and Conditions.

10. Customer's Property

- The Printer by or on behalf of the customer shall while any of the customer's property of whatsoever nature is in the possession of the Printer or in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer must insure accordingly.
- 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.

11. Materials Supplied by the Customer

- The Printer may reject any 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 at the Printer's discretion.
- Where materials are so supplied or specified, the Printer will take every reasonable care to secure the best results but responsibility will not be accepted by the Printer for imperfect work caused by defects in or unsuitability of materials so supplied or specified.
- Quantities of materials supplied shall be adequate to cover normal spoilage.

12. 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 issued against it or enters into any Composition with its creditors including any voluntary arrangement or being a person is the subject of a bankruptcy petition or order the Printer without prejudice to other remedies 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 a debt immediately due and payable to the Printer on presentation of the relevant invoice to the customer or its or his representative, and
- in respect of all unpaid debts due from the customer 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 day's notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

13. Illegal Matter

- The Printer shall not be required to print any matter which in his opinion is or may be of an illegal immoral or libellous nature or an infringement of the proprietary or other rights of any third party.
- The Printer shall be indemnified by the customer in respect of any claims, damages, costs and expenses arising out of any or any allegedly illegal immoral or libellous matter or any infringement of copyright, design right or trade or other similar market or of any other proprietary or personal rights contained in any material printed for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

14. Force Majeure

The Printer shall be under no liability to the customer if he shall be unable to carry out any provision of the contract for any reason beyond his reasonable control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, or other natural calamity, failure of power supply, lock-out, strike or other action taken by employees of the Printer or any of the Printer's suppliers or carriers or subcontractors in contemplation or furtherance of a dispute or owing to any inability to procure materials required for the performance of the contract, or arising from any government action ("the contingency"). 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.

15. Full Colour Printing

Every effort will be made to obtain the best possible colour reproduction on customer's work but because of the nature of the processes involved, the company shall not be required to guarantee an exact match in colour or texture between the customer's photograph, original, transparency or digitally supplied image and the printed article. Customers who require colour reproduction of a specific standard and who wish to check the colour reproduction prior to printing, must order a colour machine proof, in writing when placing the order. This will be charged as an extra. It is the customer's own responsibility to ensure that the colour photograph(s), transparency(ies) or disk(s) submitted are suitable for the work in hand. The company cannot accept liability for unsatisfactory results caused by unsuitable or inferior photographic originals or customer originated scans and reprographic work.

16. Law

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