

1. Definitions and effect of conditions

- 1.1 The Company means PCF Print Management Limited.
- 1.2 These conditions shall apply to and be incorporated into every agreement between the Company and any person, firm or company (the Customer) under which the Company supplies goods or services at the request of the Customer.
- 1.3 These conditions shall supersede all earlier conditions of the Company.
- 1.4 These conditions shall take precedence over any conditions of the Customer and shall not be varied without the written consent of an Officer of the Company.

2. Contract

- 2.1 All quotations and tenders are given and contracts are made by the company subject to and only upon these terms and conditions and unless previously agreed in writing by an authorised officer of the Company no verbal written or other addition hereto or variation hereof shall be effective, and these terms and conditions supersede and shall prevail over and exclude any other terms and conditions appearing elsewhere including and terms and conditions of the customer and any course of dealing established between the Company and the Customer.
- 2.2 Tenders and quotations may be withdrawn or varied by the Company at any time and unless otherwise specified shall be deemed to be withdrawn automatically at the expiry of 30 days from their date of issue. No binding contract will in any case arise until the Customer's order is accepted in writing by the Company.

3. Specifications

The Customer shall be responsible for ensuring that any artwork, sketches, specifications, descriptions, data, materials, information or other instruction supplied by the Customer or by any agent or representative of the Customer in connection with the manufacture or sale of any goods are accurate, unambiguous and clearly legible and meet the Customer's requirements, and the Customer shall indemnify and hold the Company harmless in respect of any liability, loss, injury, damage, demand, cost, charge of expense which may be incurred or sustained by the Company by reason of or arising directly or indirectly out of any claim in respect of any inaccuracy ambiguity or illegibility in respect of such artwork, sketches, specifications, descriptions, data, materials, information or other instruction in relation thereto.

4. Proofs and additional works

Proofs of work may be submitted for Customer's approval and the Company shall incur no liability for any errors not corrected by the customer in proofs so submitted. Customer's alterations and additional proofs necessitated thereby, and all other works carried out at the customer's request, shall be charged extra. When style, type or layout is left to the Company's judgement changes therefrom made by the customer shall be charged extra. A charge may also be made to cover any additional work involved where copy supplied is not clear and legible.

5. Illustrations

Any samples, illustrations or descriptive material made available by the Company including any artwork and specifications or weight capacity or dimensions shall not form part of the contract but shall be treated as approximate only unless specifically stated otherwise. All documents containing such illustrative or descriptive material (as well as the copyright therein) will remain the exclusive property of the Company and must not be copied or loaned or transferred.

6. Standing Material

- 6.1 Metal, film, glass and other materials owned by the Company and used by it in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives, computer programs or templates and the like shall remain its exclusive property. Such items when supplied by the customer shall remain the customer's property.
- 6.2 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, and in the latter event rent may be charged.
- 6.3 The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the company any earlier than 10 working days before commencement of the order and/or 23 working days after notification to the customer of completion of the contract work. Work cancelled or suspended by request of or default of the Customer it is deemed as complete for purposes of storage charges. Such charges dependant upon the nature and quantity of Standing Materials.

7. Delivery

- 7.1 The Company shall take reasonable steps to execute the contract within any quoted period but such time is not guaranteed, nor deemed to be of the essence of the contract. The estimated time for despatch or delivery shall be extended by a reasonable period if there is any delay caused by industrial dispute or by any cause beyond the reasonable control of the Company, if a shorter delivery period is agreed than any quoted period an additional charge may be made reflecting any overtime or additional costs involved.
- 7.2 If work is suspended at the request of or delayed through default of the customer the Company shall be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.

8. Loss or damage in storage

- 8.1 If the goods have not been received within seven clear working days of the delivery date notified to the Customer by the Company or if they have been received but appear to be in a damaged condition, if there are shortages, then the Customer shall immediately give notice to the Company of the relevant facts. If such notice is not so given the Company shall not be liable to the customer in respect of any loss or damage suffered by reason of non delivery, short-delivery or damage which is apparent upon inspection and the customer shall accept liability as if all the goods had been received and shall not claim against the Company in respect of non delivery, short delivery or damage in transit. The company shall not in any case be liable for any loss to the customer arising from delay in transit not caused by the company.
- 8.2 In the case of goods delivered to the order of the customer, the Customer shall remain responsible for complying with the provisions of the Clause.
- 8.3 If the contract provides for delivery by instalments, delay in delivery or non delivery of any instalment shall not entitle the customer to treat the contract as at an end or to reject any other instalment.

9. Delivery risk and passing of property

- 9.1 Goods shall be at the Customer's risk from the moment of delivery, whether or not property in the goods has passed or payment or part payment made therefore, and thereafter the Customer shall be responsible for insuring the goods.
- 9.2 Property in the goods and in all goods supplied or to be supplied by the Company to the customer shall not pass to the customer until the full amount due hereunder has been paid to the Company or until the Customer resells the goods pursuant to Clause 9.4. So long as property in the goods shall remain in the Company the goods shall be set aside from the customer's general stock of goods and shall be marked with an indication that they remain the property of the Company.
- 9.3 Where property remains with the Company after delivery, the customer may use the goods in the processing or manufacture of other items. property in the items so created shall immediately upon creation be with the Company and the items shall be held by the customer in a fiduciary capacity for the Company unless and until the full amount hereunder has been paid to the Company.
- 9.4 Where property remains with the Company after delivery of the goods (or upon the creation of other items) the Customer shall be entitled to sell the goods (or such other items), in the ordinary course of business (and for such purpose property in the goods or such other items shall pass to the Customer immediately prior to any such sale) provided that all sums due to or received by the customer in respect of any such sale shall be held by the customer in a fiduciary capacity for the Company unless and until the full amount payable hereunder has been paid to the Company.
- 9.5 In the event of the Customer becoming insolvent the right to resell the goods shall be suspended and the Company by its servants or agents may enter upon the premises of the customer to recover any goods as yet unsold by the Customer.

10. Price

- 10.1 The contract price excludes Value Added Tax, or any other tax or duty payable, the amount of such taxes or duties shall be added to the contract price and shall be payable by the Customer in the same manner as the contract price.
- 10.2 The Company shall be entitled to adjust the contract price by such amount as it thinks fit at any time before delivery of the relevant goods in the event of any increase in the cost to the Company in supplying any goods whether such increase shall result from higher costs of raw materials, labour, transport or overhead expenses or from any other cause whatsoever.
- 10.3 Unless otherwise agreed in writing between the Company and the Customer the contract price is based upon the assumption that the goods will be supplied in one batch and to the Customer's address as set out in any estimate and accordingly the Company may, at its discretion at any time increase the contract price to take account of any additional costs to the Company (including but not limited to storage and delivery costs) by reason of the supply of the goods in more than one batch or to a different address.
- 10.4 Without prejudice to any other remedy which the Company may have in the event of the Customer cancelling the contract the Company shall be entitled to charge the customer for all expenses incurred by the Company in respect of such contract to the date of cancellation and any loss of profit arising by means of the cancellation of such contract.

11. Payment

- 11.1 Payment shall be made within the agreed payment terms, which unless otherwise agreed in writing beforehand, will be thirty (30) days from date of invoice ("the Due Date"). All payments shall be made in full without deduction in respect of any set-off or counterclaim other than settlement discount, where offered.
- 11.2 If payment of any sum payable to the Company is not made on or before the Due Date the Company shall be entitled to charge interest thereafter on such sum at the rate of two (2) per cent per calendar month such interest being deemed to accrue from day to day and being compounded on the last day of each calendar month.
- 11.3 The contract price shall be payable by the Customer notwithstanding any adjustments or correction or defects which may be required to the goods.

12. Insolvency

If the Customer ceases to pay their 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 being a person commits an act of bankruptcy or has a bankruptcy petition issued against them, the Company without prejudice to other remedies shall:

- i) have the right not to proceed further with the contract on 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 charges to be an immediate debt due to them, and;
- ii) in respect of all unpaid debts due from the Customer to the Company, have a general lien on all goods and property in the Companies possession (whether worked on or not) and shall be entitled on the expiration of fourteen (14) working days notice to dispose of such goods or property in such manner and at such price as the Company thinks fit and apply the proceeds towards such debts; and
- iii) in respect of all unpaid debts due from the Customer to any group company (as defined in section 736 of Companies Act 1985) of the Company, have a general lien on all goods and property in the Company's possession (whether worked on or not) and shall be entitled on the expiration of fourteen (14) working days notice to dispose of such goods or property in such manner and at such price as the Company thinks fit and to apply the proceeds toward such debts.

13. Liability

- 13.1 All express or implied warranties or conditions statutory or otherwise as to the quality or fitness for any particular purpose of the goods except to the extent that this provision is held to be unenforceable under or by virtue of any provision contained in the Sale of Goods Act, 1979 or the Unfair Contract Terms Act, 1977 or the supply of Goods and Services Act, 1982 or any statutory modification or re-enactment thereof for the time being in force, are hereby excluded.
- 13.2 The Company shall not be liable in any circumstances whatsoever, whether in contract, tort or otherwise, for loss of anticipated revenue or contracts for any other indirect or consequential loss or damage arising from any cause whatsoever.
- 13.3 The Company shall not be liable for failing to perform the contract whether wholly or in part if the failure is caused wholly or in part by any circumstances outside the Company's control.
- 13.4 All goods supplied but not manufactured by the Company are sold subject to the conditions of sale of the manufacturer thereof and the sole liability of the Company in respect thereof shall be to give to the customer such benefits as the Company shall receive under any contract which the Company has with such manufacturer. In the event of any failure by such manufacturer for whatever reason to meet such liability which may arise by reason of any defect in such goods, the Company shall be under no liability to the Customer in respect of such defect.
- 13.5 If the Customer wishes to rely upon any representations made by or on behalf of the Company but not expressly embodied in any tender, quotation or contract to which these Conditions apply, the customer shall give the Company written notice of such reliance before the Company incurs any obligation consequent upon such representation and shall not otherwise be entitled to rely upon such representation.
- 13.6 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 unless otherwise agreed in writing and the customer should insure accordingly.
- 13.7 The Company may reject any paper, plates, data or materials supplied or specified by the Customer which appear to it to be unsuitable. Additional costs incurred if materials are found to be unsuitable during production may be charged. 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 unsuitability of materials so supplied or specified and quantities must be adequate to cover spoilage.
- 13.8 The Customer shall indemnify the Company in respect of any claims, costs and expenses arising from the printing or other treatment by the Company of any libellous matter or any infringement of copyright, patent, design or other intellectual property right attaching to any material printed by the Company.
- 13.9 Without prejudice to any other remedy which the Company may have in the event of goods or services falling short of that ordered or the quality falling short of that which is reasonably expected bearing in mind the nature of the materials, or the work containing errors which could have reasonably been avoided then
 - a) the Company reserves the right to correct such errors, quality or quantities, at no additional expense to the Customer, to bring the goods or services back to a level to which was ordered by the Customer; or
 - b) the Company may reimburse the Customer for the proportion of the work in dispute in the form of a credit against the amount due for the contract; or
 - c) the Company may, if the options in Clause 13.9.a or Clause 13.9.b are not exercised, agree to the Customer correcting the quality, quantity or any errors provided that the cost of doing so shall be agreed by both parties in writing in advance and shall not exceed that level agreed. Such level not to exceed the equivalent replacement value and in no case to exceed the total worth of the goods or services of the contract.
- 13.10 The Company reserves the right to invoke independent arbitration to settle any dispute, such arbitration to be binding upon both parties. Such arbitration to be carried out by a reputable industry body such as The Independent Print Industries Association or any other body we belong to in the future.

14. Miscellaneous

- 14.1 Unless otherwise specifically agreed, goods shall not be required to comply with any direction, regulation or provision of any foreign law or governmental authority.
- 14.2 Unless otherwise specifically agreed, the Company shall be entitled to affix to or print on any goods legends bearing the Company's name and/or trade or other marks (including but not limited to marks that assist in the production of the goods or services).
- 14.3 The last Quotation and/or Order Acknowledgement and/or Service Level Agreement issued by the Company and accepted by the Customer, explicitly or by default by not being disputed, is deemed to form part of the terms and conditions of this contract.
- 14.4 No forbearance or indulgence shown or granted by the Company to the Customer whether in respect of these Conditions or otherwise shall in any way affect or prejudice the rights of the Company against the Customer or be regarded as a waiver of these conditions.
- 14.5 Notwithstanding that any provisions of this contract may prove to be illegal or unenforceable the remaining provisions shall continue in full force and effect.
- 14.6 Any notice required or authorised to be given hereunder may be given personally or by telex or by facsimile or by post addressed to such other party at its last known address or at any other address furnished to the other by written notice. Notice so given by letter shall be deemed to have been served seventy two (72) hours after the same is posted and proof that the envelope containing the notice was properly addressed and sent by prepaid post shall be sufficient evidence of service. Notice so given by telex or facsimile shall be deemed to have been served twenty four (24) hours after it shall have been despatched and that proof that the telex or facsimile containing the notice was properly addressed and sent shall be sufficient evidence of service.
- 14.7 Any postage or other similar costs quoted whether verbally or written are estimates based upon the information available. Where applicable, as part of the goods or services offered, the Company must be in possession of cleared funds equal to, or in excess of those deemed necessary by the Company to cover the total cost of posting or similar delivery no less than five (5) banking days before the proposed posting date. Where such funds are not available either in full or in time no liability for any delay in posting will be accepted.
- 14.8 The processing of customer information is based upon third party software, hardware and information and is, as such, outside of the Company's control therefore the Company cannot offer any warranty, representation or assurance that any data processing whether ordered by the Customer or based upon suggestions by the Company will result in perfect accuracy, although, in general, a high percentage of accuracy is usually achieved.

15. Headings

The headings of these conditions are for convenience only and shall have no effect on the interpretation thereof.