

P2D Books Ltd

Terms and Conditions

1. Definitions In these terms and conditions all references to the Printer are to P2D Books Limited, all references to the Customer are to the person, firm or company by whom the relevant order is given to the Printer and all references to 'goods' or 'finished work' are to the goods/work which are subject of the order.

2. Entire Agreement

- (a) These terms and conditions shall apply to all contracts entered into between the Printer and the Customer.
- (b) These terms and conditions shall override any terms and conditions stipulated, incorporated or referred to by the Customer in any order, correspondence, negotiations or any other way.
- (c) No variation of these terms and conditions shall apply unless it has been specifically agreed to in writing by the Printer.

3. Estimates

- (a) Estimates are based on the Printer's current costs of production and materials and are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs. Estimates not based on sight of complete copy, including illustrations, are provisional.
- (b) Unless otherwise stated, estimates are costed on the assumption that the Customer will place the order a minimum of one week prior to the date on which copy is to be delivered by the Customer to the Printer or on which the Printer is to start the work, and, in the event of less notice being given, the Printer may charge a higher price.
- (c) Estimates are costed on the assumption that the Printer is allowed reasonable time to execute the work concerned in normal working hours and the Printer will normally include in the estimate the number of working days which will be required from the agreed date of its receipt of all instructions and copy to the date at which the completed work will be ready for delivery. Where, for reasons beyond the Printer's control, the Printer is required by the Customer to complete the work in less time than that estimated by the Printer to complete the work in normal working hours, the Printer may make an additional charge to cover its costs of overtime payment and disruption to other work in progress.
- (d) Unless accepted before lapse or withdrawal, estimates shall automatically lapse after 60 days, but may be withdrawn earlier.
- (e) Estimates do not constitute offers made by the Printer and no order is binding on the Printer until accepted by the Printer's issue of an official acknowledgement form or invoice.
- (f) All estimates are exclusive of Value Added Tax which will be charged by the Printer where appropriate.

4. Preliminary Work and Copy

- (a) All work carried out, whether experimentally or otherwise, at the Customer's request shall be charged.
- (b) 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 the Customer's approval and the Printer shall incur no liability for any errors not corrected by the Customer in proofs so submitted. Any alterations by the Customer 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.

6. Delivery and Payment

- (a) Unless otherwise specified the price quoted 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, and for split deliveries to the same address.
- (b) Should work be suspended at the request of or delayed through any default of the Customer the Printer shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- (c) Although the Printer will endeavour to complete the contract within any specified delivery time, because of the possibility of delays on the part of the Printer's suppliers and production difficulties, that time is an estimate only and not a term of the contract unless specifically agreed otherwise in writing. Accordingly the Printer shall not (except where otherwise so agreed) be liable for any delay in delivery however caused.
- (d) The Printer shall be entitled to withhold delivery of any finished work to the Customer where at the time delivery is to be made payment is due by the Customer to the Printer on any account whatsoever.
- (e) If the Customer fails to accept delivery of the finished work in accordance with the contract the Printer may (without prejudice to its other rights against the Customer) store the finished work at the sole risk and cost of the Customer.
- (f) Subject to the provisions of paragraph 14, payment is due on the last day of the month following the month of the invoice.
- (g) Where because of its size or nature or for any other reason it is not possible for the finished work to be delivered within 30 days of the Printer starting the work, the Printer may make a charge at the end of 30 days and at the end of every subsequent 30 day period for that part of the work completed to date.
- (h) The Customer shall not be entitled to withhold payment of any amount due to the Printer by reason of any payment, credit, set-off, counterclaim or for any other reason whatsoever which the Customer may allege excuses if from performing its obligations under the contract.
- (i) The Printer shall be entitled to charge interest on any overdue sum at the rate of 2.5 percent per month from the due date until the date of actual payment.
- (j) All queries on invoices must be raised within 14 days of receipt of invoice.

7. Variations in Quantity The Customer shall not be entitled to reject delivery of a greater or lesser quantity of goods ordered than the quantity specified in the contract provided that the margin does not exceed 5 per cent for work in one colour only and 10 per cent for other work (4 per cent and 8 per cent respectively for quantities exceeding 50,000). Overs or shortages on delivery quantities shall be charged for or deducted.

8. Claims Claims arising from damage, delay or partial loss of goods in transit must be made to the Printer and the carrier so as to reach them within 7 clear days of delivery and claims for non-delivery within 28 days of despatch of the goods. Other claims must be made to the Printer within 28 days of delivery. All claims must be made in writing. The Printer shall not be liable in respect of any claim unless made in accordance with this paragraph.

9. Liability

- (a) All statements or representations as to weight, dimension, description or design and constitution of materials whether contained in estimates, catalogues, or any other verbal or written representations or statement are approximate only unless otherwise specifically stated by the Printer in writing. The Printer shall not be liable for any failure of the goods to correspond with description or sample nor shall the Customer be entitled to reject the goods or treat the contract as repudiated unless such failure shall adversely affect the Customer to a material degree.
- (b) The liability of the Printer for any breach of the implied terms as to the conformity of the goods with description or sample or as to their quality of fitness for a particular purpose or for any other liability for any defect in the goods however arising shall in all cases be limited to the price paid or to be paid for the goods by the Customer provided that the Printer may, at its option, replace any defective goods in full and final settlement of its obligations.
- (c) The Printer shall not be liable for any consequential or special loss or damage arising from the breach of any of its obligations hereunder or expressed or implied by law including consequential

loss or damage arising from negligence or misrepresentation even in the case of breach of a fundamental term or repudiation by the Printer and even if further performance of the contract is frustrated.

10. Standard Material

- (a) Film and other materials owned by the Printer and used by it in the production of filmsetting, artwork, negatives, positives and plates etc. shall remain its exclusive property.
- (b) Data held in magnetic form and lithographic plates may be destroyed immediately after the order is executed unless written arrangements are made to the contrary.

11. Risk

- (a) Risk in finished work shall pass to the Customer upon notification by the Printer that the work has been finished or upon despatch from the Printer's premises, whichever is the earlier.
- (b) The Customer's property and all property supplied to the Printer by or on behalf of the Customer including discs, artwork, film, plates and paper shall, while it is in the possession of the Printer or in transit to or from the Customer, be at the Customer's risk and the Printer shall not be liable for loss or damage to or theft of such property.
- (c) The Customer is therefore advised to insure and shall be responsible for insuring property which belongs to it or is at its risk.

12. Title

- (a) The Printer shall retain title to the goods until it has received payment in full of all sums due in connection with the supply of goods or services by the Printer to the Customer.
- (b) The Customer shall store goods owned by the Printer in such a way that they are clearly identifiable as the Printer's property, shall maintain records or such goods identifying them as the Printer's property, of the persons to whom it sells or disposes of such goods and of the payments made by such persons for such goods.
- (c) If payment for any goods or services supplied to the Customer by the Printer is overdue the Printer may (without prejudice to any of its other rights) recover or resell all or any of its goods and may enter upon the Customer's premises by its employees or agents for that purpose.
- (d) If notwithstanding that title to the goods has not passed to the Customer the Customer shall hold the goods in such manner as to pass to a third party a valid title to the goods then the Customer shall hold the proceeds to sale upon trust for the Printer, shall pay such proceeds into a separate bank account established for such purpose and shall not make payments from such account except with the prior written consent of the printer.

13. Materials Supplied By The Customer

- (a) The Printer may reject any paper, plates or other materials supplied or specified by the Customer which are in the printer's opinion unsuitable. Additional cost incurred if materials are found to be unsuitable during production will be charged or unless the printer could reasonably have anticipated such unsuitability prior to commencing production.
- (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 or unsuitability of materials so supplied or specified.
- (c) Quantities of materials supplied shall be adequate to cover normal spoilage.

14. Late Payments and Insolvency

In the event that:

- (a) The Customer fails to make payment to the printer in accordance with the terms of any contract entered into between it and the Printer or fails to comply with any other requirement under any such contract; or
- (b) makes any arrangement or composition with its creditors; or
- (c) being an individual, has any bankruptcy petition issued against him; or
- (d) being a company, resolves to go into liquidation or has a winding-up petition issued against it or suffers the appointment of a receiver or administrator over its undertaking, property or assets or any part thereof; or
- (e) the printer notifies the Customer that the financial circumstances of the Customer do not justify any payment or credit terms or arrangement previously agreed, then, without prejudice to any other remedies which the Printer may have:
- (i) the Printer may rescind every contract between it and the Customer or suspend work under any such contract;
- (ii) the Printer may charge for work already carried out (whether completed or not) and any materials purchased for the Customer, such charge to be an immediate debt due to it; and
- (iii) all sums owed by the Customer to the Printer shall become immediately due and payable.

15. Lien

In addition to any right of lien to which it may by law be entitled, the Printer shall be entitled to a general lien on all goods of the Customer in the printer's possession for all sums owing from the Customer to the Printer and shall be entitled on the expiration of 14 days' notice to dispose of such goods in such manner and at such price as it thinks fit and to apply the proceeds towards such sums.

16. Illegal Matter

- (a) The printer shall not be required to print any matter which in its 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.
- (b) The Printer shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous or immoral matter or any infringement of copyright, patent, design or of any other proprietary or person rights contained in any material printed for the Customer. The indemnity shall extend to any amounts paid on legal advice in settlement of any such claim.

17. Periodical Publications Subject to the printers' rights under Paragraph 14, 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.

18. Sub-Contracting The printer shall be entitled to sub-contract all or any of its obligations hereunder.

19. Force Majeure The Printer shall be under no liability if it shall be unable to carry out any provision of the contract for any reason beyond its control including (without limiting the foregoing) Act of God, legislation, war, fire, flood, drought, 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 any pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

20. Law

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