

Footprint Printers and Print Finishers Terms & Conditions

Issued by the British Industries Federation-

1. Definitions (a) *Customer* = the person or company so specified on the estimate to which these conditions are annexed.

(b) *Work* = the work including any instalment of it specified on the estimate to which these conditions are annexed.

(c) *FootPrint* = FootPrint Printers, Unit 8, Apex Business Park, Diplocks Way, Hailsham, East Sussex, BN27 3JU.

(d) *Conditions* = the standard conditions set out in this document and any special conditions agreed in writing between the customer and FootPrint.

2. Price Variation Estimates are based on Footprint's current costs of production and unless otherwise agreed in writing, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.

3. Tax The price is exclusive of any applicable Value Added Tax which the customer shall be additionally liable to pay to FootPrint.

4. Preliminary work All work carried out, whether experimentally or otherwise at the Customer's request shall be charged to the Customer.

5. Copy A charge may be made to the Customer to cover any additional work involved where copy supplied by the customer is not clear or legible.

6. Proofs Proofs of all work may be submitted for the Customer's approval and FootPrint shall incur no liability for any errors not corrected by the Customer to proofs submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra.

When style, type or layout is left to FootPrint's judgement, changes therefrom made by the Customer will be charged extra.

7. Delivery and Payment (a) Risk shall pass to the Customer and payment shall become due upon the delivery or collection of work, or upon notification that the work has been completed, whichever is the earlier.

(b) Unless otherwise agreed in writing, the price quoted will not include delivery, which shall be charged to the Customer in addition.

(c) Should expected delivery date be agreed an extra may be charged to the Customer to cover 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 days, FootPrint shall then be entitled to payment for the work already carried out, materials specially ordered and other additional costs including storage and insurance.

(e) Time for delivery shall not be of the essence unless previously agreed by FootPrint in writing.

(f) The Customer shall pay the price of work within 30 days of the date of FootPrint's Invoice and FootPrint shall be entitled to recover the price notwithstanding that delivery has not taken place and ownership of the work has not passed to the Customer. The time of payment of the price shall be of the essence of the Contract. If the Customer fails to make payment on the due date then, without prejudice to any other right or remedy available to FootPrint, FootPrint shall be entitled to charge the Customer interest (both before and after judgement) on the amount unpaid at the rate of 4 per cent per annum above Abbey base rate from the time until payment in full is made.

8. Variation in Quantity Every endeavour will be made to deliver the 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 and shortages (4 per cent and 8 per cent respectively for quantities over 50,000) which shall be charged in addition to or deducted from the price as the case may be.

9. Liability and Claims (a) Advice for damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to FootPrint and the carrier within three clear days of delivery (or in the case of non-delivery, within 14 days of the despatch of the work) and any claim in respect thereof must be made in writing to FootPrint and the carrier within 7 clear days of the delivery (or, in the case of non-delivery, within 21 days of despatch). FootPrint shall not be liable in respect of any claim unless the aforementioned requirements have been complied with.

(b) FootPrint shall be under no liability to the Customer in respect of any defect in work arising from any drawing, design, specification or plate supplied by the Customer.

(c) Any claim by the Customer which is based on any defect in quality or condition of the work or its failure to correspond to the specification shall (whether or not delivery is refused by the customer) be notified to FootPrint and the carrier within 24 hours of receipt of the date of delivery (or, in the case of non-delivery within 24 hours of receipt of the file copies). If the delivery is not refused and the Customer does not notify FootPrint accordingly, the Customer shall not be entitled to reject the work and FootPrint shall have no liability for such defect or failure and the Customer shall be bound to pay the price as if the work has been delivered in accordance with the contract.

(d) Where any valid claim in respect of the work which is based on any defect in the quality or condition of the work or its failure to meet the specification is notified to FootPrint in accordance with these conditions, FootPrint shall be entitled to replace the work (or the part in question) free of charge and FootPrint shall have no further liability to the Customer.

(e) FootPrint shall not be liable to the customer by reason of any representation, or any implied warranty, condition or other term, or any duty at common law, or under the express terms if the contract, for any consequential loss or damage (whether for loss of profit or otherwise),

costs, expenses or other claims for consequential compensation whatsoever (and whether caused by the negligence of FootPrint, its employees, agents or otherwise) which arises out of or in connection with the supply of the work or its use or resale by the Customer.

(f) FootPrint shall not be liable to the Customer or be deemed to be in breach of the contract by reason of any delay in performing, or any failure to perform, any FootPrint obligations in the relation to the work, if the delay or failure was due to any cause beyond FootPrint's reasonable control. Without prejudice to the generality of the foregoing the following shall be regarded as causes beyond FootPrint's reasonable control:

- i) Act of God, explosion, flood, tempest fire or accident;
- ii) War or threat of war, sabotage, insurrection, civil disturbance or requisition;
- iii) Acts, restrictions, regulations, byelaws, prohibitions or measure of any kind on the part of any government, parliamentary or local authority;
- iv) Import or export regulations embargo's;
- v) Strikes, lock-outs or other industrial actions or trade disputes (whether involving employee's of Footprint or of a third party);
- vi) Difficulties in obtaining raw materials, labour, fuel, parts of machinery;
- vii) Power failure or breakdown of machinery

10. Standing Material (a) Metal, film, disks and any other material owned by FootPrint and used by it in the production of type, plates, moulds, stereotypes, negatives, positives, printing and the like shall remain its exclusive property unless supplied by the Customer.

(b) Type may be distributed and lithographic photogravure or other work effaced immediately after the order is executed unless otherwise agreed in writing.

11. Customer's Property (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Customer's property and all property supplied to FootPrint by or on behalf of the Customer shall, while it is in the possession of FootPrint or in transit to or from the Customer, to be at the Customer's risk unless otherwise agreed in writing.

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

12. Materials supplied or specified by the Customer (a) FootPrint may reject any paper, plates or other materials supplied or specified by the Customer which appear to it to be unsuitable and additional costs shall be incurred by the Customer if materials are found to be unsuitable during the production unless such cost could have been avoided but for unreasonable delay by FootPrint in ascertaining the unsuitability of the materials.

(b) Where the materials are supplied or specified by the Customer, FootPrint shall not be liable for any imperfect work caused by defects in or unsuitability of such materials.

(c) Quantities of materials supplied shall be adequate to cover normal spoilage.

13. Insolvency If the Customer ceases to pay its debts in the ordinary course of business or cannot pay its debts as they become due or being a company deemed as 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 him, FootPrint without prejudice to other remedies shall:

- i) have the right not to proceed further with the contract or any other work for the Customer and be entitled to charge for the work already carried out (whether completed or not) and materials purchased for the Customer, such charge to be an immediate debt due to it and
- ii) in respect of all unpaid debts from the Customer have a general lien on all goods and property in its possession (whether worked or not) and shall be entitled on the expiration of 14 days notice in writing given by FootPrint to the Customer to disposed of such goods or property in such manner and at such price as it thinks fair and to apply the proceeds towards such debts of the Customer.

14. Illegal Matter FootPrint shall not be required to print any matter which in its opinion is or may be of illegal or libellous matter or any infringement of copyright, patent, design or any other proprietary or personal rights contained in any work printed for the Customer. The above-mentioned indemnity shall extend to all legal costs in respect of any such claim.

15. Periodical Publications A contract for the printing of 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 FootPrint may terminate any such contract forthwith should any sum due thereunder remain unpaid for a period of 14 days.

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