

Charlesworth Press

...evolution in print



CONDITIONS OF SALE

This set of standard conditions does not apply in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so.

In these conditions electronic means any text, illustrations or other matter supplied to Charlesworths in digitised form on disk, through a modem, or by ISDN or any other communication link.

Quotations are subject to confirmation on receipt of order.

- 1. TERMS** (a) Nett cash end of month following month of invoice. A surcharge of 2% over bank base rate to be applied every 30 days to all amounts owing 60 days after delivery.
(b) In the case of orders involving more than one delivery, if default is made in payment due to any one delivery, Charlesworths at their option shall be entitled to treat the contract as repudiated by the buyer, and to claim damages accordingly.
(c) An order once placed cannot be cancelled except by mutual agreement and then only on terms which would fully indemnify the seller.
- 2. COST VARIATION** Quotations are based on the current costs of production and are subject to amendment by Charlesworth on or at any time after acceptance to meet the rise or fall in such costs.
- 3. TAX/VAT** Charlesworths shall be entitled to charge the amount of any TAX/VAT payable whether or not included on the quotation or invoice.
- 4. PRELIMINARY WORK** Work produced whether experimentally or otherwise, at customer's request will be charged for.
- 5. COPY** A charge may be made to cover any additional work involved where copy supplied is not clear and legible.

PROOFS Proofs of all work may be submitted for customer's approval and Charlesworth 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, unless the terms of the approved estimate state otherwise. When style, type or layout is left to Charlesworths judgement, changes thereafter made by the customer shall be charged extra.

COLOUR PROOFS Due to differences in equipment, paper, inks and other conditions between colour proof and production runs, a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed. Wet proofing on correct stock is the only method whereby such variation is not acceptable.

- 6. ELECTRONIC FILES** (a) It is the customer's responsibility to maintain a copy of any original electronic file.
(b) Charlesworth shall not be responsible for checking the accuracy of furnished input from an electronic file unless otherwise agreed.
(c) Without prejudice to Clause 14, if an electronic file is not suitable for outputting on equipment normally adequate for such purposes without adjustment or other corrective action Charlesworth will make a charge for any resulting additional cost incurred. Rectification work to render files correct will be charged on an hourly basis. Such rectification costs will be notified to the customer at the time of occurrence. Should Charlesworths be unable to rectify the files supplied erroneously by the customer, then the time spent attempting rectification will be invoiced.
- 7. DELIVERY AND PAYMENT** Delivery of goods shall be accepted and payment shall become due upon notification that they are ready for delivery.
 - (a) Goods shall be delivered as soon as ready.
 - (b) In cases where contracts provide for deferred deliveries, such deliveries shall be accepted within six months from the date of the first delivery. In the event of failure to accept deliveries the balance remaining undelivered shall be invoiced (payment for such balance immediately thereupon becoming due) and storage costs charged to customer's account, the goods being held at customer risk.
 - (c) While every effort will be made by Charlesworth to effect delivery in accordance with any pre-arranged dates, no guarantee as to dates of delivery by Charlesworth is to be implied and Charlesworth will not accept liability for any loss or damage occasioned by delay in delivery however caused.
 - (d) If the contract provides for delivery by instalments, each instalment shall be deemed to be the subject of a separate contract, non-delivery or delay in delivery of any instalment shall not affect the balance of the contract, or entitle the buyer to cancel the same.
 - (e) Unless otherwise specified the price quoted is for delivery of the work, ex works. A charge may be made to cover any extra costs involved for delivery.
 - (f) Unless the contract otherwise provides, the property and risk in the goods shall remain in use until the point of delivery set out in the contract and unless the buyer shall have given notice to us and the carrier as provided by condition hereof, the goods shall be deemed to have been fully delivered to the buyer and the property and risk in such goods transferred to the buyer.
 - (g) Should work be suspended at the request of, or delayed through any default of the customer, for a period of 30 calendar days, Charlesworth shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- 8. EXPEDITED DELIVERY** Should expedited delivery be agreed and necessitate overtime or other additional costs, an additional charge will be made.
- 9. VARIATION IN QUANTITY** Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 10 per cent (in colour work 15 per cent), being allowed for overs or shortage, the same to be charged for or deducted.
- 10. CLAIMS** Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Charlesworth and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of notification of despatch of the goods) and any claim in respect thereof must be made in writing to Charlesworth and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of notification of despatch). All other claims must be made in writing to Charlesworth within 28 days of delivery. Charlesworth 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.

- 11. LIABILITY** (a) Charlesworth shall not be liable for indirect or consequential 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 Charlesworth negligence or otherwise.
(b) Insofar as is permitted by law where work is defective for any reason, including negligence, Charlesworths liability (if any) shall be limited to rectifying such defect. Where Charlesworth 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 cancelling further deliveries.
(c) Nothing in these conditions shall exclude Charlesworths liability for death or personal injury as a result of its negligence.
- 12. STANDING MATERIAL** (a) software, digital conversion tools and other materials owned by Charlesworth and used by Charlesworth in the preparation of work shall remain their exclusive property. Such items when supplied by the customer shall remain the customer's property.
(b) Lithographic plates will be effaced and/or recycled immediately after the order is executed unless written arrangements are made to the contrary. In the latter event Charlesworth may, at its sole discretion, charge for storage.
(c) Charlesworth shall not be required to archive and/or download any digital data from their equipment or supply the same to the customer on disk, tape or by any communication link unless written arrangements are made to the contrary. In the event that Charlesworth choose to archive any data for their own convenience, all such data will be effaced no later than two years after the execution of the original order unless written arrangements are made to the contrary. In the event that data storage is required, the format and location of the storage media will be at Charlesworths sole discretion and storage charges may apply.
- 13. CUSTOMER'S PROPERTY** (a) Customer's property and all property supplied to Charlesworth by or on behalf of the customer shall while it is in the possession of Charlesworth or in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly.
(b) Charlesworth shall be entitled to make a reasonable charge for the storage of any customer's property left with Charlesworth before receipt of the order or after notification to the customer of completion of the work.
(c) Charlesworth may reject any films, disks, paper, electronic files (text or graphics), plates or other materials supplied or specified by the customer which appear to Charlesworth 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 costs could have been avoided but for unreasonable delay by Charlesworth in ascertaining the unsuitability of the material then that amount shall not be charged to the customer.
(d) Where materials are not supplied or specified, Charlesworth 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.
- 14. INSOLVENCY** Without prejudice to other remedies, if the customer becomes insolvent Charlesworth shall have the right not to proceed further with the contract or any other work for the customer and shall be entitled to charge for work already carried out (whether completed or not) and material purchased for the customer, such charge to be an immediate debt due to him.
- 15. GENERAL LIEN** Charlesworth shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his hands and shall be entitled on the expiration of 14 days notice to dispose of such goods or property as he thinks fit and to apply the proceeds towards such debts.
- 16. ILLEGAL MATTER** (a) Charlesworth shall not be required to print any matter which, in their opinion is or may be of an illegal or libellous nature or an infringement of the proprietary or other rights of any third party.
(b) Charlesworth shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or any infringement of copyright, patent, design or of any other proprietary or personal rights contained in any material printed, or supplied in electronic format for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim that any matter is libellous or such an infringement.
- 17. PERIODICAL PUBLICATIONS** A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:

Nature of publication	Length of notice
Monthly	Three months
Quarterly	Six months

Nevertheless the printer may terminate any such contract forthwith should any sum thereunder remain unpaid.
- 18. FORCE MAJEURE** Charlesworth shall be under no liability if they shall be unable to carry out any provision of the contract for any reason beyond their control including (without limiting the foregoing): Act of God; legislation; war; rebellion; 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 of 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 Charlesworth elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
- 19. 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.

