

# Terms and Conditions

## Real Print Management Limited (hereinafter referred to as RPM)

- 1. Estimates**

Estimates are based on the RPM's current costs of production and materials and, unless otherwise agreed, 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.
- 2. Tax**

RPM reserves the right to charge the amount of any Value Added Tax or duty payable whether or not included on the estimate or invoice.
- 3. Preliminary Work**

All work carried out, whether experimentally or otherwise, at Customer's request shall be charged.
- 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 RPM 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 RPM's judgement, 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.
  - (b) Should expedited delivery be agreed, an extra cost may be incurred to cover any overtime or any other additional costs involved.
  - (c) Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 days, RPM shall then be entitled to payment for work already carried out, materials specially ordered, and other additional costs including storage.
  - (d) Responsibility for completed work will pass from RPM to the Customer upon notification that the work is completed, or upon despatch from RPM's premises, whichever is earlier.
  - (e) Schedules of timings are stated as accurately as possible, but are not guaranteed and are subject to extension to cover delay caused by events beyond RPM's control.
  - (f) Terms of payment: Payment is due on the last day of the month following date of invoice which will be dated with the date of delivery or completion of the work.
  - (g) In the case of overdue accounts RPM reserves the right to apply interest at Bank of England base rate plus 8% as provided for according to the Late Payment of Commercial Debts (Interest) Act 1998.
- 7. Variations in Quantity**

Every endeavour will be made to deliver the correct 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 or shortage on delivered quantities (4 per cent and 8 per cent respectively for quantities exceeding 50,000) the same to be charged or deducted.
- 8. Claims**

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

RPM shall in no circumstances be liable for:

  - (i) any loss to the Customer arising from any delay in transit not caused by RPM;
  - (ii) any consequential or special loss or damage or claim by the Customer including without limitation delay, detention, loss of profit, loss of time, charges or liability to third parties;
  - (iii) any loss or damage in excess of the contract price and this limitation will apply even in the case of breach of a fundamental term or repudiation by RPM and even if further performance of the contract is frustrated.
- 10. Standing Material**
  - (a) Electronic media, metal, film and other materials owned by RPM and used in the production of plates, shall remain RPM's exclusive property. Such items when supplied by the Customer shall remain the Customer's property. Whilst reasonable care is taken of negatives and positives, no responsibility for loss or damage, howsoever caused, can be accepted (see Insurance).
  - (b) Lithographic plates may be destroyed immediately after the order is executed unless written arrangements are made to the contrary.
- 11. Title**
  - (a) The risk in the goods passes to the Buyer as in Clauses 6 and 10, but equitable and beneficial ownership shall remain with RPM until full payment has been received (each order being considered as a whole), or until prior re-sale, in which case RPM's beneficial entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds.
  - (b) Should the goods become constituents of or be converted into other products while subject to RPM's equitable and beneficial ownership RPM shall have the equitable and beneficial ownership in such other products as if they were solely and simply the goods and accordingly clause 12 shall as far as appropriate apply to such other products.
- 12. Customer's Property**

Customer's property and all property supplied to RPM by or on behalf of the Customer shall, while it is in the possession of RPM or in transit to or from the Customer be deemed to be at Customer's risk and the Customer should insure accordingly.
- 13. Materials Supplied by the Customer**
  - (a) RPM may reject any electronic media, paper, plates or other materials supplied or specified by the Customer which appear to RPM to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production will be charged except that if the whole or any part of such additional cost could have been avoided but for reasonable delay by RPM in ascertaining the unsuitability of the materials then that amount shall not be charged to the Customer.
  - (b) Where materials are so supplied or specified, RPM 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.
  - (c) Quantities of materials supplied shall be adequate to cover normal spoilage.
- 14. 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 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 him RPM without prejudice to other remedies shall:

  - (a) 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 an immediate debt due to RPM, and
  - (b) in respect of all unpaid debts due from the Customer have a general lien on all goods and property in RPM's possession (whether worked on or not) and shall be entitled on the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as RPM thinks fit and to apply the proceeds towards such debts.
- 15. Illegal Matter**
  - (a) RPM shall not be required to print any matter which in their 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) RPM 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 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.
- 16. Periodical Publications**

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. Nevertheless, RPM may terminate any such contract forthwith should any sum due thereunder remain unpaid.
- 17. Sub-Contracting**

RPM shall be entitled to sub-contract all or any of its obligations hereunder.
- 18. Force Majeure**

RPM shall be under no liability if unable to carry out any provision of the contract for any reason beyond his 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 RPM 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 terms of the contract shall be governed and construed in accordance with the laws of England.