



THE LABEL MAKERS LTD

Conditions of Sale

1. **COST VARIATION.** - Quotations are based on the current costs of production and are subject to amendment by the printer on or after any time after acceptance to meet any rise or fall in such costs.
2. **VALUE ADDED TAX.** - The printer shall be entitled to charge the amount of any Value Added Tax payable whether or not included on the quotation or invoice.
3. **PRELIMINARY WORK.** - Work carried out, whether experimentally or otherwise, at customer's request will be charged.
4. **PROOFS** - Author's corrections, including alterations in style and the cost of additional proofs necessitated by such corrections will be charged extra.
5. **DELIVERY.** - (a) Time for delivery is given as accurately as possible but it is not guaranteed.
The customer shall have no right to damages or to cancel the order for failure for any cause to meet any delivery time stated.
(b) The printer will endeavour to comply with reasonable requests by the customer for expedition or postponement of delivery but shall be under no obligation to do so. Where expedited delivery is agreed by the printer and necessitates overtime or other additional costs an extra charge may be made. Where postponement of delivery is agreed by the printer the customer shall if required by the printer pay all costs and expenses, including a reasonable charge for shortage and interest, occasioned thereby. Provided always that unless otherwise agreed in writing delivery in full shall be accepted by the customer within 6 months of the date of the order.
6. **TITLE, RISK.** - (a) Title shall pass to the customer when payment in full shall have been made to the printer.
(b) Risk shall pass to the customer when the goods are delivered to the place required by the customer.
7. **RETENTION OF TITLE.** - (a) Ownership of the goods shall remain vested by the printer until payment is received in full for all goods under this contract and all other contracts.
(b) In the event that payment is overdue, whether in whole or in part or upon the commencement of any act or proceedings in which the customer's solvency is in question, then the printer may, without prejudice to all its other rights, recover or re-sell the goods or any of them and may enter upon the customer's premises by its servants or agents for that purpose, even though the goods have been incorporated in or used as material for other goods. Before payment in full has been made to the printer, the ownership in the whole of such other goods shall be and remain with the printer until such payment has been made and all the Company's rights hereunder in the matter shall extend to those other goods. In such event the printer shall be entitled to charge the customer the cost of recovering the goods.
(c) Where the printer re-sells the goods it shall be entitled to deduct all sums due to it before accounting to the customer for any balance.
(d) Whilst in accordance with this condition goods delivered to the customer remain the property of the printer.
The customer shall nevertheless accept all responsibility for the safe custody, protection and preservation thereof including insurance.
8. **CANCELLATION.** - Should work be cancelled, suspended or delayed by or through any default of the customer for a period of 30 days the customer shall reimburse to the printer forthwith all costs and expenses incurred by the printer in respect of work carried out and materials ordered plus all loss of profits and other loss or damage resulting to the printer by reason of such cancellation suspension or delay.
9. **PAYMENT.** - (a) All accounts shall be net monthly and due and payable by the customer not later than the last day of the month following the date of the invoice to the customer. Accounts not so paid shall bear interest at the rate of 15 per cent per annum calculated on a daily basis from the due date until paid.
(b) No disputes arising under the contract or delays beyond the control of the printer shall interfere with prompt payment by the customer.
(c) The printer shall be entitled without prejudice to any other right or remedy to suspend all further deliveries without notice in the event of default of payment by the customer in accordance with agreed terms.
10. **VARIATIONS IN QUANTITY.** - Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon margins of 5 per cent for work in one colour and 10 per cent for other work being allowed for overs or shortage, the same to be charged or deducted.
11. **CLAIMS.** - Claims arising from damage, delay, or partial loss of goods in transit must be made in writing to the printer and the carrier so as to reach them within three days of delivery and claims for non-delivery within 28 days of despatch of the goods. All other claims must be made to the printer within ten days of delivery.
12. **LIABILITY.** - (a) The customer agrees that apart from the express terms contained in the quotation or in the acknowledgement of order or in any document expressly stipulated therein to form part of the contract and to be outside the provisions of this clause no statement or representation has been made by the printer relating to the goods supplied, or if any statement or representation has been made the customer warrants that he understood it to be a statement of opinion only, and did not rely on it.
(b) No liability is accepted by the printer for any direct or indirect costs, damages, loss or expenses incurred by any person firm or Company or for any loss of profits or production arising out of or occasioned by any defect in the work.
(c) The printer's liability, whether in respect of one claim or in the aggregate, arising out of any contract shall not exceed the purchase price payable under the contract.
(d) No liability is accepted by the printer for defects in the work when samples and proofs were not required by the customer unless due on the printer's failure to use reasonable care and skill, or for errors in samples and proofs submitted for approval and not corrected by the customer.
13. **STANDING MATTER** - (a) Metal, film, glass and other materials used by the printer in the production of type, plates, moulds, stereotypes, electrotypes, film-setting, negatives, positives and the like shall remain his exclusive property.
(b) 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. In the latter event, rent may be charged.
14. **CUSTOMER'S PROPERTY** - Customer's property and all property supplied to the printer by or on behalf of the customer will be held, worked on and carried at customer's risk.
15. **MATERIAL SUPPLIED BY CUSTOMER** - (a) The printer may reject any paper, plates or other materials supplied or specified by the customer which appear to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged.
(b) Where materials are so supplied or specified, responsibility for defective work will not be accepted by the printer unless this is due to his failure to use reasonable skill and care.
(c) Quantities of materials supplied shall be adequate to cover normal spoilage.
16. **GENERAL LIEN** - Without prejudice to other remedies, the printer shall in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked on or not) 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 any proceeds towards such debts.
17. **COPYRIGHT AND ILLEGAL MATTER** - (a) Copyright in all original work executed by the printer shall remain the sole property of the printer unless otherwise agreed in writing in which case any copyright sold is limited to the reproduction rights for the purpose or purposes only for which the work was ordered.
(b) The printer shall not be required to print any matter which in its opinion is or may be an infringement of copyright, patent or design, or of an illegal or libellous nature.
(c) The printer shall be indemnified by the Customer in respect of any claim, costs and expenses arising out of any libellous matter printed for the customer or any infringement of copyright, patent or design.
18. **MACHINE READABLE CODES**
(a) In the case of machine readable codes or symbols the printer shall print the same as specified or approved by the customer in accordance with generally accepted standards and procedures.
(b) The customer shall be responsible for satisfying himself that the code or symbol will read correctly on the equipment likely to be used by those for whom the code or symbol is intended.
(c) The customer shall indemnify the printer against any claim by any party resulting from the code or symbol not reading or not reading correctly for any reason, except to the extent that such claim arises from any failure of the printer to comply with paragraph (a) above which is not attributable to error falling within the tolerances generally accepted in the trade in relation to printing of this sort.
19. **SUB-CONTRACTORS** - The printer shall be entitled to appoint one or more sub-contractors to carry out all or any of its obligations to the customer.
20. **FORCE MAJEURE** - Every effort will be made to carry out the contract but its due performance is subject to cancellation by the printer or to such variation as he may find necessary as a result of inability to secure labour, materials or supplies or as a result of any Act of God, War, Strike, Lockout or other labour dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the printer's control.
21. **OVERSEAS ORDERS** - Quotations to buyers outside the U.K. are (if expressed in Sterling) based on rates of exchange ruling at the date of the quotation and are subject to adjustment in respect of any variation.
22. **LAW** - These Conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England.

In these conditions 'the printer' means The Label Makers Limited and where applicable any associated company.
'Customer' means the person, firm or company placing an order with The Label Makers Limited.