



Frederick Street,

Walsall, West Midlands, WS2 9NE

Tel: 01922 643008 Fax: 01922 720149

Email WM : sales@wmprint.co.uk

web: www.wmprint.co.uk

# Standard Conditions

- 1 COST VARIATION Quotations are based on the current costs of production and are subject to amendment by the printer on or at 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 produced, whether experimentally or otherwise, at customer's request will be charged for
- 4 PROOFS Author's corrections on and after first proof, including alterations in style, will be charged extra. Proofs of all work may be submitted for customer's approval, and no responsibility will be accepted for any errors in proofs passed by him
- 5 DELIVERY AND PAYMENT Delivery of goods shall be accepted and payment shall become due upon notification that they are ready for delivery
- 6 EXPEDITED DELIVERY Should expedited delivery be agreed and necessitate overtime or other additional cost, an additional charge may be made
- 7 VARIATIONS IN QUANTITY Every endeavour will be made to deliver the correct quantity ordered, but quotations are conditional upon a margin of 5 per cent (in colour 10 per cent.) being allowed for overs or shortage, the same to be charged for or deducted
- 8 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
- 9 LIABILITY The printer shall not be liable for indirect or consequential loss or for any loss to the customer arising from third party claims occasioned by errors in carrying out the work or by delay in delivery
- 10 STANDING MATTER 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
- 11 CUSTOMER'S PROPERTY and PROPERTY SUPPLIED (a) Customer's property and all property supplied to the printer by or on behalf of the customer will be held at customer's risk. (b) Every care will be taken to secure the best results where materials or equipment are supplied by customers, but responsibility will not be accepted for imperfect work caused by defects in or unsuitability of such materials or equipment. (c) Where the customer supplies materials adequate quantities shall be supplied to cover spoilage and/or overs
- 12 GENERAL LIEN The printer 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
- 13 ILLEGAL MATTER (a)The printer shall not be required to print any matter which in his opinion is or may be of an illegal or libellous nature. (b)The printer shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any illegal or libellous matter printed for the customer or any infringement of copyright, patent or design
- 14 PERIODICAL PUBLICATIONS A contract for the printing of periodical publications may not be terminated by either party unless written notice is given as follows:

<i>Nature of Publication</i>	<i>Length of Notice</i>
Weekly . . . . .	One Month
Fortnightly . . . . .	Two Months
Monthly . . . . .	Three Months
Quarterly . . . . .	Six Months

Nevertheless the printer may terminate any such contract forthwith should any sum due thereunder remain unpaid

- 15 FORCE MAJEUR 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 as a result of any Act of God, War, Strike, Lockout or other Industrial dispute, Fire, Flood, Drought, Legislation or other cause (whether of the foregoing class or not) beyond the printer's control
- 16 OWNERSHIP The risk in the goods passes to the buyer upon delivery but equitable and beneficial ownership shall remain with us until full payment has been received (each order being considered as a whole), or until prior re-sale, in which case our beneficial entitlement shall attach to the proceeds of re-sale or to the claim for such proceeds. Should the goods become constituents of or be converted into other products while subject to our equitable and beneficial ownership we shall have the equitable and beneficial ownership in such other products as if they were solely and simply the goods and accordingly shall as far as appropriate apply to such other products
- 17 DISPOSAL BEFORE PAYMENT If the goods or any part thereof, whether or not incorporated into other products or used as material for other products, are resold by the Buyer before he has made full payment to the Seller as aforesaid, the Buyer shall hold upon trust for the Seller from the proceeds of such resale such sum as shall be equal to the amount then owing to the Seller in respect of the goods provided that if the Buyer has not received the proceeds of such resale in full the Seller shall be subrogated (without the need for further documentation) to the Buyer's rights against its customer to the extent of any balance still remaining due to the Seller in respect of the goods. Nothing contained herein shall affect any other rights the Seller may have against the Buyer's customer