

## **Words & Graphics Limited**

### **Standard Terms & Conditions of Sale**

This document (together with the Privacy Policy (together the “**Terms**”) tells you the terms and conditions on which we supply any of our products to you. You should understand that by ordering any of our Products you agree to be bound by the Terms. You should print a copy of these terms and conditions for future reference.

### **Information about us**

Words & Graphics Limited (the “**Company**”, “**we**” or “**us**”) is registered in England and Wales under company number 2379011 and with our registered office at 21 High Street, Lutterworth, Leicestershire LE17 4AT. Our VAT number is GB 531 9601 56.

### **Terms**

1. **Contract**  
Any contract between the customer and Words & Graphics Limited is accepted by the customer subject to these conditions which shall govern the contract to the exclusion of any other terms and conditions of the customer.
2. **Cost Variation**  
Estimates are based on the current cost of production and are subject to amendment by the Company on or at any time after acceptance to meet any rise or fall in such costs.
3. **Value Added Tax**  
We shall be entitled to charge the amount of Value Added Tax payable whether or not included on the quotation or invoice.
4. **Preliminary Work**  
Work produced, whether experimentally, or otherwise, at the customer’s request will be charged for.
5. **Extra charges**  
A charge may be made to cover any additional work involved in amending or correcting any supplied ‘print ready’ files.
6. **Proofs**  
Proofs of all work may be submitted for customer’s approval and we 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 the printer’s judgment, changes there from made by the customer shall be charged extra.
7. **Delivery and Payment**
  - a. Delivery of work shall be accepted when tendered and thereupon or, if earlier, on notification that the work has been completed the ownership shall pass and payment shall become due. Payment shall become due 30 days from invoice date unless otherwise agreed in writing or becomes due on delivery or at the time the order is placed at the discretion of the Company.

- b. 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.
  - c. Should expedited delivery be agreed an extra may charged to cover any 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 we shall then be entitled to payment for work already carried out, materials specially ordered and other additional costs including storage.
- 8. Variations in Quantity  
Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5 per cent being allowed for overs or shortage on printed work, the same to be charged or deducted.
- 9. Claims  
Advice or damage, delay or partial loss of goods in transit or non-delivery must be given in writing to us and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of dispatch of the goods) and any claim in respect thereof must be made in writing to us and the carrier within seven clear days of delivery (or, in the case of non-delivery, within 42 days of dispatch). All other claims must be made in writing to us within 28 days of delivery. We 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
  - a. it was not possible to comply with the requirements, and
  - b. advice (where required) was given and the claim made as soon as reasonably possible.
- 10. Liability  
The Company shall not be liable for any loss to the customer arising from delay in transit not caused by us.
- 11. Ownership of Artwork  
The Company shall retain ownership of any artwork it creates.
- 12. Retention of Title  
The Company shall retain title to and ownership of the goods until it has received payment in full for all sums due for all goods supplied by it to the customer.
- 13. Design Work  
The Company owns copyright to any graphic design work it does as part of a job.
- 14. Customer's Property
  - a. Except in the case of a customer who is not contracting in the course of a business or holding himself out as doing so, customer's property and all property supplied to the Company by or on behalf of the customer shall while it is in the possession of the Company or in transit to or from the customer be deemed to be at customer's risk unless otherwise agreed and the customer should insure accordingly.

- b. We shall be entitled to make a reasonable charge for the storage of any customer's property left with us before receipt of the order or after notification to the customer of completion of the work.

15. Materials Supplied by the Customer

- a. The Company may reject any materials supplied or specified by the customer which appear to us to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except if that if the whole or any part of such additional cost could have been avoided but the unreasonable delay by the Company 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, we will take every care to ensure 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.

16. 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 is 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, the Company 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 the Company, and
- b. in respect of all unpaid debts due from the customer have a general lien on all goods and property in the Company'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 the Company thinks fit and to apply the proceeds towards such debts.

17. Illegal Matter

- a. The Company shall not be required to print any matter which in its 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. The Company 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 for the customer. The indemnity shall extend to any amounts paid on a lawyer's advice in settlement of any claim.

18. Periodical Public

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 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 we

may terminate any such contract forthwith should any sum thereunder remain unpaid.

19. Force Majeure

The Company shall be under no liability if we shall be unable to carry out any provision of the contract for any reason beyond its 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 produce materials required for the performance of the contract. During the continuance of such a contingency the customer may by written notice to the Company elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

20. Law

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