

NU-AGE PRINT & COPY TERMS & CONDITIONS

1. Definitions

1.1 The following definitions shall apply:

“Conditions” means the entire contents of this terms and conditions document;

“Contract” means the agreement made between the Customer and the Seller to deliver the Work under the terms of these Conditions;

“Customer” means the party contracting with the Seller to acquire the Work;

“Intellectual Property” means all copyright, patents, trademarks and trade names, design rights, inventions, know-how and other intellectual property including applications for registration and the right to make such applications;

“Material Supplied” means any text, illustration or other matter supplied or produced by either party in any form including digitised form on disc or any other electronic transfer means;

“Party” or “Parties” means the Customer and the Seller or either one of them;

“Preliminary Work” means all work done in the concept and preparatory stages including design, artwork and colour matching;

“Price” means the price or prices for the Work set out in the Seller’s list of prices as amended from time to time or such other price as the parties may agree in writing including such carriage, packing, insurance or other charges or interest on such as may be quoted by the Seller or as may apply in accordance with these Conditions;

“Seller” means Nu-Age Print & Copy, 289 Padiham Road, Burnley, Lancashire, BB12 0HA;

“Work” means all goods and services including print and design services.

2. General

2.1 Any order or request for Work by the Customer to the Seller shall be conclusive proof of the Buyer’s acceptance of these Conditions.

2.2 The Seller may amend these Conditions from time to time. It is the responsibility of the Customer to check the version of the Conditions that apply at the time of placing the order for the Work.

2.3 Any description given or applied to the Work is given by way of identification only and the use of such description shall not constitute a sale by description. For the avoidance of doubt, the Customer hereby affirms that they do not in any way rely on any description when entering into the Contract.

2.4 Where a sample of the Work is shown to and inspected by the Customer, the Parties hereto accept that such a sample is representative in nature and the bulk of the order may differ slightly as a result of the manufacturing process.

2.5 These Conditions apply from May 2017.

3. Price

3.1 The Price is that stated on the Seller's list of prices or stated in the quotation provided to the Customer inclusive of VAT if applicable.

3.2 The Seller is registered for Value Added Tax. Work is either standard-rated (20%) or zero-rated (0%) depending on the product, details of which are listed on the HMRC website.

3.3 The Price stated in the quotation is valid for 30 days from the date of issue. All quotations are subject to the condition that the details of the Work remain unchanged.

3.4 The Price is subject to revision in the event of any increase in labour, raw materials and overheads incurred by the Seller over and above those taken into account in the quotation up to the date of despatch of the Work to the Customer.

3.5 Credit terms may be offered subject to satisfactory credit vetting of the Customer by the Seller. The offer of credit will be at the sole discretion of the Seller.

a. Where credit is offered, payment of the price and VAT and any other applicable costs shall be due within 14 days of the date of the invoice supplied by the Seller, unless otherwise agreed in writing. In cases where credit is not offered payment will be required before release of goods by the Seller.

b. The Seller shall be entitled to charge interest on overdue invoices from the date when payment becomes due from day to day until the date of payment at a rate of 2 per cent per annum above the base rate of the Bank of England.

c. If payment of the price or any part thereof is not made by the due date, the Seller shall be entitled to require payment in advance of delivery in relation to any Work not previously delivered and refuse to make delivery of any undelivered Work without incurring any liability whatever to the Customer for non-delivery or any delay in delivery.

4. Payment

4.1 Property, legal and beneficial, in any Work shall not pass to the Customer until the Seller has received full payment for the Work.

4.2 Payment may be made by cash and most major credit and debit cards. If paying by credit card a transaction fee of 50p is applicable to all orders under the value of £10.

4.3 The Seller can accept payment by bank transfer and cheque after receipt of the Work if credit terms have been agreed, or in advance of collection if credit terms have not been agreed.

4.4 Unless credit facilities have been agreed payment shall become due prior to delivery of the Work and the Seller may, at its absolute discretion, require part or full payment in advance to starting the Work.

4.5 Non-refundable deposits are normally required on all orders and the order will not be processed until a deposit is received. The balance is due immediately on receipt of completed Work unless credit terms have been agreed.

4.6 All Work carried out shall be chargeable including Preliminary Work whether or not the Customer agrees to it being carried forward to production.

4.7 Any additional Work required by reason of the Customer supplying inadequate copy, incomplete or incorrect instructions or insufficient material or late delivery of any of them shall be chargeable.

4.8 In the event that the Customer makes a payment error it is the responsibility of the Customer to notify the Seller. Subject to confirmation by the Seller that it has received an overpayment the Seller shall reimburse the sum to the Customer. Where the repayment of the sum is subject to an additional charge the Seller shall be entitled to deduct the charge from the sum to be reimbursed.

5. Delivery

5.1 Unless otherwise specified the Price is for collection of the work from the Seller's premises.

5.2 A charge may be made to cover costs for delivery to a different address.

5.3 The Seller may deliver the Work by separate instalments. Each separate instalment shall be invoiced and paid for in accordance with the Conditions. The failure of the Customer to pay for any one or more of the said instalments on the due dates, shall entitle the Seller (at its sole option) without notice to suspend further deliveries of Work pending payment by the Customer.

5.4 The Seller will use its best endeavours to comply with any date or dates for despatch or delivery of the Work but unless the quotation otherwise expressly provides such date or dates shall constitute only statements of expectation and shall not be binding. The Customer shall accordingly accept delivery of the Work when tendered.

5.5 All reasonable effort will be made to deliver the correct quantity ordered. A shortage or surplus of Work delivered against any order from the Customer of up to 5% shall constitute due execution of the Contract. For shortfalls of between 5% and 10% the Seller's entire liability will be to award a credit or a reduction to the final bill on a pro rata basis.

6. Risk

6.1 Risk in the Work shall pass to the Customer upon receipt of the Work.

6.2 The Customer's property and all property supplied by or on behalf of the Customer will be held, worked on and transported by the Seller at the Customer's risk.

7. Materials Supplied

7.1 The Seller shall not be responsible for checking the accuracy of Materials Supplied unless otherwise agreed in writing.

7.2 The Seller may reject any Materials Supplied or specified by or on behalf of the Customer which the Seller considers unsuitable for the intended purpose and any additional costs incurred shall be chargeable except to the extent that such additional costs could have been avoided but for unreasonable delay by the Seller in ascertaining the suitability of the materials.

7.3 Where the content of the Work is generated by the Seller it may at its absolute discretion (including in order to protect its Intellectual Property) replace any material supplied by the Customer with materials of similar or better quality.

7.4 Where materials are so supplied or specified by the Customer and the Seller so advises the Customer of their unsuitability that the Customer instructs the Seller to proceed anyway the Seller shall have no liability for the quality of the Work.

7.5 Quantities of materials supplied by the Customer shall be adequate to cover normal spoilage and any costs incurred as a result of shortages, including re-starting jobs and duplicating masters will be chargeable.

7.6 The Customer shall maintain a copy of any electronic file provided by the Customer to the Seller.

8. Materials and Equipment supplied by the Seller

8.1 All materials owned or supplied by or on behalf of the Seller in the production of any part of the Work shall remain the Seller's exclusive property.

8.2 Copies of Work may be destroyed immediately after the Work is completed unless agreed otherwise in writing in which case storage may be chargeable. The Seller reserves the right to retain electronic files of the Work.

8.3 The Seller shall not be obliged to provide any data from its equipment to the Customer in any format.

9. Proofs and Variations

9.1 The Work is undertaken by the Seller on the basis that proofs will be provided, diligently checked by the Customer and approved prior to production of the Work and the Seller shall

not be liable for any errors (including errors introduced by the Seller) not corrected by the Customer where the Customer has been so provided with proofs.

9.2 Alterations required by the Customer (except to the extent caused by the default of the Seller) and additional proofs necessitated thereby may be chargeable at the discretion of the Seller. To the extent that style, type or lay-out is left to the Seller's judgement changes therefrom made by the Customer may be chargeable.

9.3 Where the Customer waives any requirement to examine proofs the Seller shall not be liable for any errors in the finished Work and shall be indemnified by the Customer against all resulting losses.

9.4 Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs it is agreed and accepted by the Customer that a reasonable variation in colour between the proofs and the completed job will be acceptable unless otherwise specifically agreed in writing.

9.5 The Seller may at any time change the specification of the Work as required to comply with any applicable safety or statutory requirements or which do not materially impair the function of the Work.

10. Intellectual Property

10.1 The Customer warrants to the Seller that the Customer owns or has absolute rights to use all Intellectual Property and/or other proprietary interests in all materials including any Electronic File supplied by or on behalf of the Customer and shall indemnify the Seller in respect of any and all claims, costs and expenses arising.

10.2 All Intellectual Property rights produced from or arising as a result of the performance of the Contract shall, so far as not already vested, become the absolute property of the Seller. The Seller may use any artwork or printing produced by itself for promotional purposes.

11. General Lien

11.1 Without prejudice to its other remedies, in respect of all debts due from the Customer, the Seller shall have a general lien on all Work of the Customer in its possession and shall be entitled, on the expiration of 14 days' notice to the Customer, to dispose of such Work as agent for the Customer in such manner and at such price as it thinks fit and to apply the proceeds of such disposal towards such debts and shall account to the Customer for any excess.

12. Cancellation

12.1 Customer may cancel the order prior to completion of the Work in which event the Customer shall pay to the Seller such charges, minus any non-refundable deposit already paid, as the Seller shall determine in respect of any materials ordered labour expended and other incidental expenses in connection with the order.

12.2 The Seller reserves the right to charge a cancellation fee.

12.3 If the Work has already been completed the Customer will be liable for the full Price. Any discount on the Price is at the sole discretion of the Seller.

13. Termination

13.1 Either Party may terminate the Contract forthwith by notice in writing to the other if:

- a. the other Party commits a material breach of the Contract and, in the case of a breach capable of being remedied, fails to remedy it within 30 calendar days of being given written notice from the other party to do so;
- b. or the other Party commits a material breach of the Contract which cannot be remedied under any circumstances;
- c. the other Party passes a resolution for winding up (other than for the purpose of solvent amalgamation or reconstruction), or a court of competent jurisdiction makes an order to that effect;
- d. the other Party ceases to carry on its business or substantially the whole of its business; or
- e. the other Party is declared insolvent, or convenes a meeting of or makes or proposes to make any arrangement or composition with its creditors; or a liquidator, receiver, administrative receiver, manager, trustee or similar officer is appointed over any of its assets.

14. Warranty

14.1 Any damages, shortages, over deliveries and duplicated orders should be reported to the Seller within 14 days of signed receipt to enable replacement or refund.

14.2 Where the Work is shown to the Seller's satisfaction to be defective for whatever reason the Seller's liability shall be limited to rectifying the defect or making a refund.

14.3 If the Work was not damaged or defective when the Customer received it then no refund or reprint will be due to the Customer.

14.4 The Seller has no liability to accept any returned Work from a Customer where the reason for the return relates to errors that were visible in the proof provided to the Customer but which the Seller was not notified prior to the proof being signed off for printing.

14.5 Except as expressly stated in the Conditions the Seller does not give any representation, warranty or undertaking in relation to the Work. In particular the Seller has no responsibility for ensuring that the Work is suitable for the Customer's purposes.

15. Limitation of Liability

15.1 The Seller shall be under no liability whatever to the Customer for any consequential or indirect loss and/or expense including loss of turnover and profit suffered by the Customer arising out of a breach of this contract or negligence by the Seller.

15.2 In the event of a breach of this contract or negligence by the Seller the remedies of the Buyer shall be limited to damages. Under no circumstances shall the liability of the Seller exceed the price of the Work.

15.3 Nothing in the Conditions shall exclude any liability for personal injury or death caused by the negligence of the Seller.

16. Unlawful Matters

16.1 The Seller may properly refuse to carry out any Work which is in its opinion or may be of an unlawful or defamatory nature or an infringement of the proprietary or other rights of any third party.

16.2 The Customer shall indemnify the Seller in respect of any claims, costs and expenses arising out of any Work relating to any unlawful or defamatory matter or which infringes Intellectual Property or other proprietary or personal rights of any third party together with all costs on a full indemnity basis. The indemnity shall extend to any amounts paid on legal advice in settlement of any claim.

17. Force Majeure

17.1 The Seller shall not be liable for any claims, costs, damages or other losses suffered by the Customer arising directly or indirectly out of circumstances beyond the Seller's control, including but not limited to default of any sub-contractor, war, terrorism, act of any government or other competent authority, civil unrest, embargo, computer system failure, storm, fire, accident, industrial action including strikes or lockouts, acts of God, illness, prevention from or hindrance in obtaining raw materials, energy or other supplies, or any other similar cause or matter beyond the reasonable control of the Seller.

17.2 Should it become impossible to perform the Work the Seller shall be entitled to cancel the Work without liability for the loss or damage and without prejudice to rights accrued in respect of parts of the Work already completed and on such cancellation the Customer shall pay to the Seller all costs which the Seller has incurred or become liable for directly or indirectly in connection with the Work but otherwise shall accept delivery when available.

18. Relationships of Parties

18.1 Nothing contained in these Conditions shall be construed as establishing or implying any partnership or joint venture between the parties and nothing in these Conditions shall be deemed to construe either of the parties as the agent of the other.

19. Waiver

19.1 The failure by either party to enforce at any time or for any period any one or more of the Conditions herein shall not be a waiver of them or of the right at any time subsequently to enforce all Conditions of this agreement.

20. Severability

20.1 If any term or provision of these Conditions is held invalid, illegal or unenforceable for any reason by any court of competent jurisdiction such provision shall be severed and the remainder of the provisions hereof shall continue in full force and effect as if these Conditions had been agreed with the invalid, illegal or unenforceable provision eliminated.

21. Entire Agreement

21.1 These Conditions and any documents incorporating them or incorporated by them constitute the entire agreement and understanding between the parties.

22. Governing Law and Jurisdiction

22.1 These Conditions shall be governed by and construed in accordance with the law of England and the parties hereby submit to the exclusion jurisdiction of the English courts.