

# Standard Conditions of Contract.



1. Price Variation. Estimates are based on Splash Printing's current costs of production and unless otherwise agreed, are subject to amendment on or at any time after acceptance to meet any rise or fall in such costs.
2. Tax. Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, Splash Printing reserves the right to charge the amount of any value added tax payable whether or not included on the estimate or invoice.
3. Preliminary work. All work carried out, whether experimentally or otherwise, at customer 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 the printer 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 Splash Printing's judgement, changes therefrom made by the customer shall be charged extra.
6. 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. (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 be charged to cover any overtime or any other additional costs including storage.
7. Variations in quantity. Every endeavour will be made to deliver the correct quantity ordered, but estimates are conditional upon margins of 5% for work in one colour only and 10% for other work being allowed for overs or shortage (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.
8. Claims. Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Splash Printing and the carrier within three clear days of delivery (or, in the case of non-delivery, within 28 days of despatch of the goods) and any claim in respect thereof must be made to Splash Printing and the carrier within seven clear days of delivery (or in the case of non-delivery, within 42 days of despatch). All other claims must be made in writing to Splash Printing within 28 days of delivery. Splash Printing 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 (i) it was not possible to comply with the requirements and (ii) advice (where required) was given and the claim made as soon as reasonably possible.
9. Liability. Splash Printing shall not be liable for any loss to the customer arising from delay in transit not caused by Splash Printing.
10. Standing material. (a) Metal, film, glass and other materials owned by Splash Printing and used by Splash Printing in the production of type, plates, moulds, stereotypes, electrotypes, film setting, negatives, positives and the like shall remain Splash Printing's 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.
11. Customer's property. (a) Except in the case of a customer who is not contracting in the course of a business nor holding himself out as doing so, customer's property and all property supplied to the printer by or on behalf of the customer shall while it is in the possession of Splash Printing or in transit to or from the customer be deemed to be at the customer's risk unless otherwise agreed and the customer should insure accordingly. (b) Splash Printing shall be entitled to make a reasonable charge for the storage of any customer's property left with Splash Printing before receipt of the order or after notification to the customer of the completion of the work.
12. Materials supplied by the customer. (a) Splash Printing may reject any paper, plates or other materials supplied or specified by the customer which appear to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except that if the whole or any part of such additional cost could have been avoided but for unreasonable delay by Splash Printing 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, Splash Printing 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.
13. Property. Until the customer has made payment in full of all sums due to Splash Printing, Splash Printing shall retain beneficial and legal ownership of all work and materials ("the goods") delivered to the customer and the customer shall hold the goods as bailee for Splash Printing. In the event the customer sells the goods to a third party, such a sale shall be subject to the printer's claim to ownership of the goods and/or Splash Printing shall be entitled to recover the proceeds of the sale or such part thereof as is required to meet the sum due to Splash Printing.
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 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, Splash Printing without prejudice to other remedies shall (i) 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 him, and (ii) in respect of all unpaid debts due from the customer have a general lien on all goods and property in his possession (whether worked or not) and shall be entitled upon the expiration of 14 days' notice to dispose of such goods or property in such manner and at such price as he thinks fit and to apply the proceeds to such debts.
15. Illegal Matter. (a) Splash Printing shall not be required to print any matter which in his 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) Splash Printing 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 propriety 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. Notice may be given at any time, but wherever possible should be given after completion of work on any one issue. Nevertheless Splash Printing may terminate any such contract forthwith should any sum due thereunder remain unpaid.
17. Force majeure. Splash Printing shall be under no liability if he shall be 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 Splash Printing elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.
18. Law. These conditions and all other express terms of the contract shall be governed by the laws of England.