

## Terms & Conditions

In these Standard Conditions of Contract "Company" means The Copy and Print Shop and "Customer" means the person or company that purchases the goods. "Goods" means the goods specified in the Company's Order Form or Invoice.

"Services" means the services specified in the "Company's" order form and invoice.

1 These terms and conditions apply to all contracts for the sale of Goods and Services to, or provision of work for, the Customer to the exclusion of any terms and conditions specified by the Customer.

2 VALUE ADDED TAX All prices quoted are inclusive of VAT which will be chargeable in accordance with legislation current at the date of supply.

3 PRELIMINARY WORK All work carried out, whether experimentally or otherwise, at Customer's request may be charged.

4 COPY A charge may be made to cover any additional work involved where printed copy supplied is not clear and legible.

5 ARTWORK SUPPLIED ON DISK Where the customer's own artwork is supplied on disk, this must be to the company's specifications. Where any amendments are needed to produce satisfactory print ready artwork from the files supplied, a charge will be made. Microsoft Publisher files are not acceptable.

6 PROOFS Proofs of all work may be submitted for Customer's approval and the Company 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 Company's judgement, changes therefrom made by the Customer shall be charged extra.

7 COPYRIGHT The Customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs etc. The Customer will indemnify the Company and their agents from any claim arising therefrom.

### 8 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 will pass and payments shall become due.

(b) On certain classes of work the Company reserves the right to insist upon payment being received prior to commencement of work.  
(c) Any carriage arranged by the Company is on the Customer's behalf and the Company is not liable for any delays arising out of the carriage.

(d) Should work be suspended at the request of or delays through any default of the Customer for a period of 30 days the Company shall then be entitled to payment for work already carried out, materials specially ordered and the other additional costs including storage.

(e) Payment terms are normally 30 days from date of invoice. If payment is not received on time the Company reserves the right to charge interest at 8% on any account outstanding after 45 days.

9 COMPLETION DATES No completion dates are guaranteed unless a specific written agreement for that purpose is entered into.

10 CLAIMS Any query regarding the invoice or the Goods supplied must be made to the Company in writing within 7 days of invoice date or delivery date, whichever is the latest. Any query regarding non delivery must be made within 14 days of the invoice date. Claims outside this limit will not be entertained. The Company 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 (when required) was given and the claim made as soon as reasonably possible.

11 LIABILITY The Company shall not be liable for any loss or consequential loss to the Customer arising from delay in transit not caused by the Company.

### 12 STANDING MATERIAL

(a) All materials owned by the Company and used by them in the production of printed or bound products and the like shall remain the Company's property.

(b) All computer files supplied by the Customer will be destroyed and any 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. (c) The Company take no responsibility for damage to computer files supplied to the Company and these are supplied at Customer's own risk and the Customer is expected always to have a back up file of those supplied to the Company.

### 13 CUSTOMER'S PROPERTY

(a) Except in the case of a Customer who is not contracting in the course of a business nor holding him/herself out to do 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 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) The Company shall be entitled to make a reasonable charge for the storage of any Customer's property left with the Company before receipt of the order or after notification to the Customer of completion of the work.

14 INSOLVENCY If the Customer ceases to pay his/her debts in the ordinary course of business or cannot pay his/her 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/her, the Company 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 its 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 it thinks fit and to apply the proceeds towards such debts.

### 15 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 reserves the right to refuse to print any matter which in their opinion, may be prejudicial or detrimental to the good of the Company's business.

(c) 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.

16 COLOUR REPRODUCTION Every effort will be made to obtain the best possible colour reproduction on Customer's work but because of the nature of the processes involved, the printer shall not be required to guarantee an exact match in colour or texture between the Customer's original colour photograph, transparency or colour proof and the printed article. The Company cannot accept liability for unsatisfactory results caused by unsuitable or inferior originals.

17 FORCE MAJEURE The Company shall be under no liability if it 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. 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.

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