

GILLINGHAM PRESS COMPANY LTD
STANDARD TERMS AND CONDITIONS OF SALE

1. Price variation - Estimates are based on Gillingham Press Company Ltd 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, Gillingham Press Company Ltd 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's request, shall be charged for.

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 Gillingham Press Company Ltd shall incur no liability for any errors not corrected by the customer on proofs so submitted. Customer's alterations and additional proofs necessitated thereby shall be charged extra. When style, type or layout is left to the judgement of Gillingham Press Company Ltd, changes there from made by the customer shall be charged extra.

6. Copyright - Unless negotiated and agreed in writing, the copyright of general artwork, commissioned artwork and illustrations belong to Gillingham Press Company Ltd. Gillingham Press Company Ltd may use any artwork or printing produced by itself for the purposes of promoting itself. The customer shall be responsible for obtaining all necessary authority to reproduce pictures, artwork, photographs, etc. The customer will indemnify Gillingham Press Company Ltd and his agents from any claim arising thereof.

7. Company imprint - Unless specifically requested in writing we reserve the right at our discretion to position our company imprint on all work.

8. Delivery and payment - The customer is obliged to pay in full for the order. Delivery of work will 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. Unless otherwise specified the price quoted is for collection of the work from Gillingham Press Company Ltd. A charge may be made to cover any extra costs involved for delivery to a different address. Should expedited delivery be agreed an extra charge to cover any overtime or any other additional costs involved. Should work be suspended at the request of or delayed through any default of the customer for a period of 30 days, Gillingham Press Company Ltd shall then be entitled to payment for work already carried out, materials specifically ordered and other additional costs including storage.

9. Variations in quantity - Every endeavour will be made to deliver the correct quantity ordered. However some variation is inherent in the print process and it is understood and accepted as reasonable that minor variations (defined below) are material to the contract. In order to maintain low prices by avoiding frivolous claims, no claim will be accepted in lieu of said material shortage. For other variations a pro rata of 1.5x pro rata credit, redeemable against future orders will be awarded as defined below:

Quantities of up to 1,000 copies	No credit up to 10%	Credit on 11% to 20%	1.5x pro rata credit on 21% to 25%
Quantities of up to 5,000 copies	No credit up to 7%	Credit on 8% to 15%	1.5x pro rata credit on 16% to 23%

Quantities of up to 20,000 copies	No credit up to 5%	Credit on 6% to 12%	1.5x pro rata credit on 13% to 21%
Quantities above 20,000 copies	No credit up to 4%	Credit on 5% to 10%	1.5x pro rata credit on 11% to 20%

10. Claims - Advice of damage, delay or partial loss of goods in transit or of non-delivery must be given in writing to Gillingham Press Company Ltd 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 in writing to Gillingham Press Company Ltd 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 Gillingham Press Company Ltd within 28 days of delivery. Gillingham Press Company Ltd 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.

11. Liability - Gillingham Press Company Ltd shall not be liable for any loss to the customer arising from delay in transit not caused by Gillingham Press Company Ltd.

12. Standing material - (a) Metal and other materials owned by Gillingham Press Company Ltd and used by the business in the production of plates, film-setting, negatives, positives and the like, shall remain as exclusive property. Such items when supplied by the customer shall remain the customer's property. (b) Lithographic or together work may be effaced immediately after the order is executed unless written arrangements are made to the contrary. In the latter event, rent may be charged.

13. 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 Gillingham Press Company Ltd by or on behalf of the customer shall while it is in the possession of Gillingham Press Company Ltd 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) Gillingham Press Company Ltd shall be entitled to make a reasonable charge for the storage of any customer's property left with Gillingham Press Company Ltd before receipt of the order or after notification to the customer of the completion of the work.

14. Materials supplied by the customer - (a) Gillingham Press Company Ltd may reject any paper, plates or other materials supplied or specified by the customer which appears to him to be unsuitable. Additional cost incurred if materials are found to be unsuitable during production may be charged except if the whole or part of such additional cost could have been avoided but for unreasonable delay by Gillingham Press Company Ltd in ascertaining the unsuitability of the materials then the amount shall not be charged to the customer. (b) Where materials are so supplied, Gillingham Press Company Ltd 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.

15. Credit terms - For invoices not settled within the agreed credit terms, Gillingham Press Company Ltd reserves the right to charge interest on the overdue debt at 8% above the NatWest bank base rate at the time and an administrative fee to cover the debt recovery costs.

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 petition issued against him, Gillingham Press Company Ltd 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 charge 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 on or not) and shall be entitled on the expiration

of 14 days' notice to dispose of such goods and property in such manner and at such price as he thinks fit and to apply the proceeds towards such debts.

17. Illegal matter - (a) Gillingham Press Company Ltd shall not be required to print any matter which is in the opinion to be or may be of an illegal or libellous matter or an infringement of the proprietary or other rights of any third party. (b) Gillingham Press Company Ltd shall be indemnified by the customer in respect of any claims, costs and expenses arising out of any libellous matter or infringement of copyright, patent, design or of any other proprietary or personal rights contained in the 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 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 whenever possible should be given after the completion of any one issue. Nevertheless Gillingham Press Company Ltd may terminate any such contract forthwith should any sum due thereunder remain unpaid.

19. Full colour printing - 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, Gillingham Press Company Ltd shall not be required to guarantee an exact match in colour or texture between the customer's photograph, transparency, proof or electronic graphic file and the printed article.

20. Force majeure - Gillingham Press Company Ltd 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, 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 Gillingham Press Company Ltd elect to terminate the contract and pay for work done and materials used, but subject thereto shall otherwise accept delivery when available.

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

22. Consequential loss - Gillingham Press Company Ltd accepts no liability whatsoever for consequential or third party losses, resulting in a delay in delivery howsoever caused.