

# Web Print UK Ltd.

## STANDARD TERMS & CONDITIONS OF SALE FOR PRINTING AND RELATED SERVICES ("the Conditions")

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1. Conditions - These conditions apply to all contracts for printing services by the Printer and in particular to the services ("the Services") specified on the most recent quotation ("the Quotation") to the exclusion of all other terms and conditions which the Publisher may purport to apply to the provision of the Services. Any variations to these Conditions or to the Services shall not apply unless agreed in writing by the Printer.

2. Work - All preliminary work carried out at the Publisher's request shall be charged in addition to the Services at the Printer's standard rates unless otherwise agreed in writing. Any production schedule agreed by the Printer shall, subject to the remainder of these Conditions, be for guidance only and shall not be binding on the Printer.

3. Cost Variation - Quotations and estimates are for guidance only unless specified otherwise and are based on the current costs of production. Unless otherwise agreed, they are subject to amendment, on or at any time after acceptance, to meet any change in circumstances. Such amendment will be binding upon the Publisher once notified to the Publisher. The price quoted is exclusive of VAT or other tax or duty which will be charged at the prevailing rate.

4. Terms - Payment shall be made within the specified term stated in the Quotation. If no term is specified payment shall be due within 07 days from the date of delivery. Interest will be charged on overdue accounts at the rate of 2.5% per month or part thereof.

5. Delivery and Payment - All work shall be deemed delivered when completed by the Printer. Delivery of work shall be accepted upon notification that the work has been completed. Risk in the work shall then pass to the Publisher and the payment shall become due. Should expedited delivery be agreed and necessitate overtime or additional cost, an extra charge may be made. Should work be suspended at the request of, or delayed through any fault of, the Publisher, the Printer shall then be entitled to payment for work already carried out and materials ordered. Title in the work however shall not pass to the Publisher until payment in full has been made to the Printer.

6. Variations - Every endeavour will be made to deliver the correct quantity ordered, but quotations & estimates are conditional on margins of plus or minus 5% for work done in one colour only and plus or minus 10% for all other work. Any such variation will be reflected in the price charged.

7. Liability - (a) Where work is defective for any reason, including negligence, the Printer's liability (if any) shall be limited to rectifying such defect. Liability for adjustments in advertisements for quality problems caused solely by the Printer shall be limited to either a re-run of such advertisements in the next appropriate edition at no expense to the Publisher, or a reduced rate equal to the printing charges for that page or portion thereof on which the advertisement as a whole appears. Where the Printer can certify to the satisfaction of the Publisher that the problem occurred in only a specific number of copies, consideration will be given to the number of copies affected in making the adjustment. In either case, the cost of the newsprint necessary to produce the advertisement or portion of the press run will be subtracted from the invoice for that specific issue. (b) The Printer shall not be liable for any consequential loss or third party claims whether occasioned by delay or otherwise. (c) The Printer shall under no circumstances be liable for any loss to the Publisher arising from delay in transit. (d) The Printer shall not be liable for variations in colour quality if appropriate proofs are not supplied.

8. Claims - Claims arising from damage or total or partial loss of goods in transit must be made in writing to the Printer and

the carrier within three (3) days of dispatch of the goods. All other claims must be made within seven (7) days of delivery.

9. Standing Matter - (a) All materials used by the Printer in the Services other than work itself shall remain the property of the Printer. (b) All material used in the pre-press process will be disposed of immediately after the work is completed unless prior written requests for its return have been made by the Publisher. In the latter event, rent may be charged for storage until collected by the publisher.

10. Material supplied by the Publisher - (a) All materials supplied to the Printer by, or on behalf of, the Publisher will be held, worked on, and carried entirely at the Publisher's risk. (b) The Printer may reject any materials supplied or specified either in hard form or electronically by the Publisher which, in the Printer's judgement, appear to be unsuitable. Additional costs incurred if materials are found to be unsuitable or defective during production may be charged to the Publisher. (c) Where materials deemed by the Printer to be unsuitable or defective are supplied or specified, responsibility for defective work will not be accepted by the Printer unless this is entirely due to negligence. (d) Quantities of materials supplied by the Publisher must be adequate to cover normal spoilage.

11. Illegal Matter - (a) The Printer shall not be required to print any matter which in its opinion is, or may be, of an illegal unlawful or libellous nature or which may otherwise damage the reputation of the Printer. (b) The Publisher shall indemnify the Printer in respect of any claims, costs and expenses arising out of any libellous unlawful or illegal matter printed for the Publisher or any infringement of copyright, or other intellectual property right of any third party.

12. Force Majeure - Every effort will be made to carry out the contract but its due performance is subject to cancellation by the Printer or to such variation as it may find necessary as a result of any Act of God, war, strike, lockout or other labour dispute, fire, flood, drought, legislation or any other cause beyond the Printer's control.

13. Periodical Publications - An agreement to print periodical publications (which may include a publication in more than one edition or version) may not be terminated by either party unless written three months notice is given. Nevertheless, the Printer may terminate any such contract forthwith should any sum due from that Publisher remain unpaid beyond the agreed term.

14. Disputes and set-off - Any liability upon the Printer is subject to the terms of payment and all other obligations upon the Publisher being strictly observed. The Publisher shall not be entitled to withhold payment of any amount payable to the Printer under any contract because of any disputed claim against the Printer.

15. Waiver - No failure or delay on the part of the Printer to exercise his rights under the contract shall operate as a waiver thereof nor shall any single nor partial exercise of any such right exclude any other or further exercise thereof. Any waiver of a breach of any provision of the contract shall not affect the Printer's rights in the event of any further or additional breach or breaches.

16. Law - These conditions and all other express terms of the contract shall be governed and construed in accordance with the Laws of England. The Printer and the Publisher agree to submit to the non-exclusive jurisdiction of the Courts of England and Wales.