

LITCHFIELD CREATIVE
STANDARD CONDITIONS OF SALE

1. GENERAL

- (a) These conditions apply to all present and future transactions for the supply of services by **Litchfield Creative** ("the Company") to the exclusion of any terms and conditions stipulated by the Customer in any other agreement.
- (b) These conditions, the quotation and the invoice constitute the entire agreement between the Company and the Customer for the supply of services. The Business employees or agents of the Company are not authorised to make any representations concerning the services unless confirmed by the Company in writing. The Customer acknowledges that it does not rely upon and waives any claim for breach of any representations which are not so confirmed.
- (c) These conditions may not be varied other than in writing by a Director of the Company.

2. DELIVERY & PAYMENT

- 2.1 Delivery of work shall be accepted when tendered and thereupon or if earlier on notification that the work has been completed, payment shall become due.
- 2.2 Unless otherwise specified the price is for delivery of the work to the Customer's address as set out in the quotation. A charge may be made to cover any extra costs involved for delivery to a different address.
- 2.3 Should expedited delivery be agreed the Company reserves the right to charge an additional sum.
- 2.4 Should work be suspended at the request of or delayed through any default of the Customer for a period of 30 calendar days, the Company shall then be entitled to payment for all or any work already carried out in accordance with the terms of the quotation or any further instructions from the Customer including labour, materials used or specifically ordered on the Customer's behalf and any other additional costs including storage.

3. TERMS

- 3.1. The Company shall be entitled to invoice the Customer for all work undertaken on or at any time after payment shall become due.
- 3.2 Payment shall unless otherwise agreed in writing be made in full without any deduction or set-off within 30 days of the date of the invoice.
- 3.3 Interest shall be payable by the Customer on overdue accounts at the rate of 8% above bank base rate to run from the invoice tax point until receipt by the Company of the full amount whether before or after judgment.

4. CANCELLATION

Should the Customer change, reject, cancel or stop any or all of the provisions contained in the quotation then the Company shall be entitled to charge for all or any work already carried out in accordance with the terms of the quotation or any further instructions from the Customer including labour, materials used or specifically ordered on the Customer's behalf and any other additional costs including storage.

5. LIMITATIONS OF LIABILITY

- 5.1 While the Company makes reasonable endeavours to carry out its obligations, the Company shall not be liable in contract or tort or under any head of legal liability for any damages costs claims expenses or interest arising out of the performance or alleged non-performance of work to be undertaken in accordance with the quotation or these terms and conditions by the Company and in particular (without limiting the foregoing) shall not save where otherwise required by law or Order of the Court accept liability for:
- (a) consequential loss or damage of any kind including loss of turnover, sales, revenue or profits unless the type of loss or damage was specifically drawn to the attention of the Company at the date of the quotation.
- (b) any claim for an amount in excess of the agreed price.
- 5.2 Insofar as is permitted by law where work is defective for any reason, including negligence, the Company's liability (if any) shall be limited to rectifying such defect. Where the Company performs its obligations to rectify defective work under this condition the Customer shall not be entitled to any further claim in respect of the work done nor shall the Customer be entitled to any further claim in respect of the work done nor shall the Customer be entitled to treat delivery thereof as a ground for repudiating the contract, failing to pay for the work or cancelling further deliveries.
- 5.3 The Company shall not be liable in respect of any shortage or failure to supply service where such shortage of or failure is due to act of God or any other reason beyond the control of the Company and the Company in such circumstances will not be liable in respect of any consequential loss to the Customer.

6. ILLEGAL MATTER

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.

- 6.1 The Company shall be indemnified by the Customer in respect of any claims, costs and expenses arising out of any libellous or illegal matter or any infringement of copyright, patent, design or of any proprietary or personal rights contained in any material printed for the Customer. The indemnity shall include (without limitation) any amounts paid on professional advice in settlement of any such claim.

7. OWNERSHIP AND RISK

- 7.1 The risk in all goods and services delivered in connection with the work shall pass to the Customer on delivery.
- 7.2 Goods or services supplied by the Company remain the Company's property until the Customer has paid for them and discharged all other debts owing to the Company.

- 7.3 If the Customer becomes insolvent (as set out in Clause 9) and the goods or services have not been paid for in full, the Company may take the goods and or services back and, if necessary, enter the Customer's premises to do so or to inspect the goods.

- 7.4 Until ownership of the goods has passed to the Customer the Company may at any time require the Customer to return the goods to the Company. In default thereof the Company shall have an irrevocable Licence to enter the Customer's premises to recover the goods and sever the goods from anything to which they are attached without being responsible for any damage caused. Such return or recovery shall be without prejudice to the obligation of the Customer to purchase the goods.

- 7.5 If the Customer shall sell any goods or services before they have been paid for in full he shall hold the proceeds of sale on trust for the Company in a separate account until any sum owing to the Company has been discharged from such proceeds.

8. NOTIFICATION OF CLAIMS

The Company shall not accept liability for any claim whatsoever unless within seven days of the supply or in the case of any defect not reasonably discoverable at the date of the supply within seven days after the date of discovery of the defect by the Customer the Customer gives the Company notice in writing of the matter or thing in respect of which claim is made. If notice is not given as aforesaid the Customer shall be deemed to have accepted the supply and shall pay for the same accordingly.

9. INSOLVENCY

Without prejudice to other remedies, if the Customer become insolvent (that is if it is unable to pay its debts or has a winding up petition issued against it or has a receiver, administrator or administrative receiver appointed to it) the Company shall have the right not to proceed further with any work for the Customer and shall be entitled to charge for work already carried out (whether completed or not) and material purchased for the customer, such charge to be an immediate debt due to him. Any unpaid invoices shall become immediately due for payment.

10. PROOFS

- 10.1 Proofs of all work may be submitted, if requested, 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 therefore made by the Customer may be charged extra.
- 10.2 Due to differences in equipment, paper, inks and other conditions between colour proofing and production runs a reasonable variation in colour between colour proofs and the completed job will be deemed acceptable unless otherwise agreed.

11. 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 shortages (4% and 8% respectively for quantities exceeding 50,000) the same to be charged or deducted.

12. CUSTOMERS' PROPERTY

Customers' property and all property supplied to the Company by or on behalf of the Customer shall, while it is in possession of the Company or in transit to or from the Customer, be deemed to be at Customer's risk unless otherwise agreed in writing and the Customer should ensure accordingly.

13. MATERIAL SUPPLIED BY THE CUSTOMER

- 13.1 All film, setting, negatives, positives, plates, dyes, type matter (metal film) artwork, sketches, samples and original designs of any kind, moles, stereotypes, electrotypes and the like used by the Company in the production of work undertaken for the Customer shall remain the Company's exclusive property whether or not the work entailed in the production of these is charged separately.
- 13.2 Type may be distributed and lithographic, photogravure, or other work may be effaced immediately after the quotation is accepted unless written arrangements are made to the contrary. In the latter event the costs of storage may be charged to the Customer at the Company's discretion.

14. MATERIAL SUPPLIED BY THE CUSTOMER

- 14.1 The Company reserves the right to eject any paper, copy, films, plates or other materials supplied or specified by the Customer which would appear to be unsuitable but shall be under no liability to check the quality or suitability of the same. Additional costs incurred if materials are found to be unsuitable during production may be charged.
- 14.2 Where materials are so supplied or specified, the Company 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.
- 14.3 Quantities of material supplied must be adequate to cover normal spoilage.

15. FORCE MAJEURE

The Business shall not be liable in respect of any shortage or failure to supply where such shortage of or failure is due to act of God or any other reason beyond the control of the Business and the Business in such circumstances will not be liable in respect of any consequential loss to the Client.

16. LAW

These conditions shall be governed by the law of England.